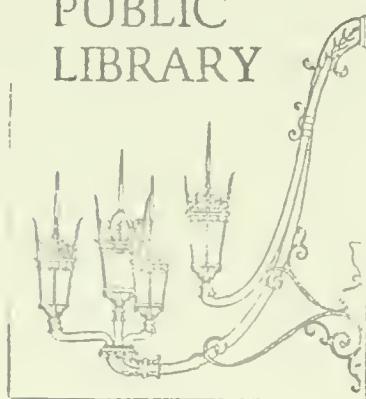


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GOVERNMENT CENTER PROJECT
REPORT AND STATUS OF OWNERSHIP AND TITLE
to
DOCK SQUARE & ADAMS SQUARE, BOSTON
by
NYMAN H. KOLODNY & ASSOCIATES

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INVESTIGATION AND RESEARCH INTO THE TITLE
AND OWNERSHIP OF THE AREAS INCLUDED WITHIN
DOCK SQUARE AND ADAMS SQUARE, BOSTON

I.

Scope and Purpose of Investigation

The determination of title to Dock Square and Adams Square involved research into the very earliest history of the Towne of Boston, actually almost from the time of the founding of the Massachusetts Bay Colony to the present time, and required diligent and painstaking research into historical sources, laws, ordinances, ancient documents, record of ancient instruments at the Registry of Deeds, plans, sketches and decisions of the Massachusetts Supreme Judicial Court, in order to establish the exact status of title ownership in these areas. This report also covers that portion of Faneuil Hall Square northerly of Faneuil Hall and southerly of the northerly side of what was formerly North Street within the project area.

Dock Square is presently composed of an area which in part was once a cove of the sea affected by the rise and fall of the tide; in part of old colonial paths and ways; in part of what was upland in colonial times and became public streets before revolutionary times, and other portions which became public streets after the colony had become one of the states of the Union.

Since Dock Square is now all composed of a public street, should any portion be abandoned as such public street, the ownership of the abandoned portions would revert back to the persons who were the owners of the fee (in the event that the city's title thereto was only an easement for a public street).

With respect to the area which was part of a cove of the sea, and became a street after the filling of the dock, to determine its ownership we must go back to colonial times as no later evidence of ownership exists. Furthermore, as the cove was part of the sea its ownership would be directly affected by whether it was controlled by the 1641-1647 colonial ordinance, or not.

Such part of the area which has its origin in colonial paths or ways would entail application of different principles of law from those which applied to streets laid out on upland after revolutionary times, with possible different results as to the interest acquired by the city in the public way.

Therefore, our first task in this report is to allocate the affected areas into their respective classes and then to examine the evidence and the applicable law to each particular class, which of necessity, entails research from colonial times to the present.

II.

The Law Of Tidelands As Affecting Dock Square

As the name implies, Dock Square was the original site of the town dock in the Towne of Boston from its earliest times. From our research, we can safely say that the water at high tide of the Harbor of Boston came into a cove which was called Bendall's Cove and consisted of marsh and flats at low tide practically throughout the entire cove. It would appear that the cove extended from a point on North Street near Blackstone Street roundabout in a westerly direction towards Union Street to about near Adams Square (its furthest point to the west), then on a southerly course it would bound on what is now Exchange and Congress Streets to Merchants Row and beyond, encompassing what is now Faneuil Hall Square. This conclusion is supported

by the various documents, sketches and plans which we shall hereinafter refer to.

Since the original area of Dock Square consisted of marsh and flats, it requires a discussion of the Law of Tidelands in Massachusetts which has its origin in the so-called Ordinance of 1641-1647 of the Massachusetts Bay Colony to determine its effect on title to the area.

At the time that the Colony Charter was granted to the colonists, the common law of England provided that the title to the seashore and the land under the sea from ordinary high water mark to an imaginary line one marine league or three geographical miles out to sea, was in the sovereign. Consequently, upon the granting of the Charter by Charles I to the colonial company, the rights in the seashore and the sea passed from the King to the colonial company, which was given absolute property in the land within the limits of the Charter. In turn, the land rights devolved upon the towns established throughout the colony and included such portions of the seashore if appropriated by the towns, prior to the Colonial Ordinance of 1641-1647.

It would appear that the rights in the seashore with respect to fishing and fowling first appeared in the "Body of Liberties". This Ordinance first appearing in the colonial records of the Generall Court in 1641, was as follows:

"Every Inhabitant that is an howse holder shall have free fishing and fowling in any great ponds and Bayes, Coves and Rivers, so farre as the sea ebbes and flowes within the presincts of the towne where they dwell, unlesse the free men of the same Towne or the Generall Court have otherwise appropriated them, provided that this shall not be extended to give leave to any man to come upon others proprietie without there leave".

In October 1641, the records of the Generall Court record that "the Governor (Bellingham) and Mr. Hawthorne were desired to speak to Mr. Warde for a copy of the Liberties and of the Capital Laws to be transcribed and to be sent to the several towns", with the following marginal notation of Governor Winthrop on the original record in December 1641, as follows:

"At this Court the Bodye of Laws formerly sent forth among the Freemen, etc. was voted to stand in force,etc".

Thereafter, in the official edition of the public laws, occurring in 1649, appears the full copy of the 1641-1647 Ordinance which is as follows:

"Everie Inhabitant who is an hous-holder shall have free fishing and fowling, in any great Ponds, Bayes, Coves and Rivers so far as the Sea ebb and flows, within the precincts of the town where they dwell, unles the Free-men of the same town, or the General Court have otherwise appropriated them. Provided that no town shall appropriate to any particular person or persons, any great Pond conteining more then ten acres of land: and that no man shall come upon anothers proprietie without their leave otherwise then as hereafter expressed; the which clearly to determin, it is declared that in all creeks, coves and other places, about and upon salt water where the Sea ebb and flows, the Proprietor of the land adjoyning shall have proprietie to the low water mark where the Sea doth not ebb above a hundred rods, and not more wheresoever it ebb farther. Provided that such Proprietor shall not by this libertie have power to stop or hinder the passage of boats or other vessels in, or through any sea creeks, or coves to other mens houses or lands. And for great Ponds lying in common though within the bounds of some town, it shall be free for any man to fish and fowl there, and may pass and repass on foot through any mans proprietie for that end, so they trespass not upon any mans corn or meadow. (1641 1647)".

This Ordinance has been followed and adopted by the Massachusetts courts as the law of the land for the ownership of the seashore and flats down to the present time.

In applying the Ordinance, it must be taken into account that it speaks from its inception with respect to fishing and fowling in 1641

"unlesse the Free-men of the same Towne or the Generall Court have otherwise appropriated them", and the same language appears in the 1649 edition which was as noted by Governor Winthrop and sent forth to the Freemen in December of 1641.

With this background, it must be determined whether or not at the time of the adoption of the Ordinance of 1641 (whereby the owners of the upland were granted the seashore and flats before their lands extending to a point at low water mark, provided it did not exceed 100 rods), the upland owners or the Towne of Boston were the owners of the marsh and flats within the area composing Bendall's Cove.

The Colony defined the limits of various towns and then left it to the town authorities to dispose of their lands to their inhabitants, retaining such portions thereof as were required for the town's use. This appears from a notation in the Boston Town Records for the 10th month, 18th day of 1634, as follows:

"Att a generall meeting upon publique notice. Imprimis, it is agreed that Mr. Winthrop, Mr. Coddington, Mr. Bellingham, Mr. Cotton, Mr. Ollyver, Mr. Colborne and Willm Balstone shall have power to devide and dispose of all such lands belonging to the towne (as are not yet in the lawfull possession of any particular persons) to the inhabitants of the towne according to the Orders of the Court, leaving such portions in Common for the use of newe Commers, and the further benefitt of the towne, as in theire best discretions they shall thinke fitt; the Islands hyred by the towne to be also included in this Order".

Prior to this notation the town had already made allotments of land to various of its inhabitants. The list of allotments with their bounds were later incorporated in a record called "Book of Possessions". This record of allotments is presumed to have been compiled during the year 1652.

Prior to the 29th of the 9th month 1641, there is no record of any allotment to anyone of Bendall's Cove or of the marsh or flats comprising the same. For the first time on that date at a meeting of Richard Bellingham, Esquire, Governor John Winthrop, Esquire, Wm. Tynge, Treasurer, Wm. Colbron, Jacob Elliott, James Penne and John Oliver, a lease of the cove and flats with the exception of the common highway and "proprieties" which were reserved, was granted by the Towne in the following language:

"There is granted to Valentine Hill, of Boston, Merchant, and his Associates, their executors, administratours and assignes, all the wast ground (common highway and proprieties reserved) from the Point of the Marish betweene Mr. William Tynge's Palle and John Lowe's howse there, as it is now staked out, to the uppermost Corner of Mr. Edward Tynge's Proprietie neare the key, already staked out, and so round by Edward Bendalle's to the Point fore mentioned, for so many yeares as the Charge they shall bestowe in Purchase of their neighbours their late wharfinge, and in Building, making and repairing such wharfes, creekes or coves within this five yeares now next Comming shall amount unto, accounting after nine yeares' time to be allowed for, one hundred pounds, and rateably for all the charge to be bestowed, as aforesayd, this term to begin at the expiration of the sayd five yeares. And the said Valentine Hill and his Associates, their executors, administratours, and assignes, are allowed to take Tunnage of all such vessels and wharfage of all such goods as shall there arrive, or make use thereof during the sayd termes, Provided all such whose grounds doe butt on the wast ground above granted, or high wayes there, shall be free to import, land and export within this jurisdiction (except by way of merchandize), all their owne goods, wood, timber and other things being originally of this jurisdiction, without any charge, during the terme before granted, so that the vessels stay not in the coves nor creekes delivering, nor the goods remain upon the wharfe, above forty-eight houres.

And it is also agreed that such warehouses or other houses as they shall erect during their terme they shall be allowed for by the Towne,

after such Rate as they shall be vallued to be then worth without Respect of the Place. And it is also agreed that such wharves as they shall make there, they shall leave in good Repaire, and so as they may be of use to the Towne at the end of the time. Provided that if they or their exequators or Assigues shall Resigne and give up the same to the Towne three yeares before the end of their terme, then they shall not be charged with Reparation - Provided they shall not hereby have liberty to Pull downe or demolish the same or any part thereof. And it is also agreed that the said Grantees shall within the space of two yeares next ensueing sufficiently wharfe, and from time to time keepe in repaire the creeke next unto George Burden's house, fitting for the lading and unlading of a lighter of twenty tunne in ordinary Tydes on either side thereat. - And it is also agreed that they shall not take tonnage or wharfage of any boates or goods but at such times as the wharfes and coves shall be useful for such vessels as shall then arrive, nor shall hinder the lading of any goods upon any such part of the cove where they shall not bestowe answerable cost of wharfing. And it is further agreed that it shall be lawfull for any of this Towne to passe to and fro in their ships or small boates without paying any thing, so they doe not lay or leave sayd boats to prejudice the said Grantees for the passage of any greater vessel, or the ladeing or unladeing of any merchandize, or other goods by which they are to Receive benefitt. Provided allso, that if Mr. Edward Tynge shall within five yeares now next coming, wharfe in that part of the waste betweene the inside of the crosse wall and Mr. Hill's wharfe end, being in length seventy-four foote, or thereabouts, being allready marked out. He shall then enjoye to him, and his Assigues, the sole libertye of tunnage, wharfage, by and upon the same without contributing to any other charge, in Consideration thereof the sayd Grantees are to have their nine yeares made up tenne for every one hundred pounds bestowed as aforesayde, and if he shall not wharf the same within the sayd five yeares, then the sayd Grantees may doe it as the rest".

This lease is recorded in Book 1, Page 114, in the Suffolk County Registry of Deeds, a copy of which is hereto attached marked Exhibit "1".
The bounds of the area which was leased was "all the wast ground from the point of the marish between Mr. Wm. Tynge's Palle and John Lowe's howse

there, as it is now staked out to the uppermost corner of Mr. Edward Tyng's Proprietie neare the key, already staked out, and so round by Edward Bendalle's to the point fore mentioned". This description clearly indicates that there was marsh between the upland and the flats in the cove; this description also reserves and excludes the common highway which ran around the cove and was before the house lots allotted to the various inhabitants and the waters of the cove.

The disposal by the town in the form of a lease of Bendall's Cove in the 9th month of 1641, was a disposition made by the town of the seashore and flats in Bendall's Cove to others prior to the taking effect of the 1641-1647 Ordinance, so that when the 1641-1647 Ordinance became effective, the upland owners did not acquire the flats as the town had previously appropriated them, and further, such disposition was one of the exceptions to the grant of flats to upland owners. Even if there was still some doubt as to whether the 1641 Ordinance had become effective prior to the lease of Bendall's Cove to Valentine Hill and others, it would appear from statements made in the case of Rust v. Boston Mill Corporation, 6 Pickering 158 (1828), that the grant of the lease antedated that of the Ordinance. In that case, in which the town had made a grant of another cove in the town to others for the erection of a Corn Mill in 1643, the Court stated at Page 166, as follows:

"It appears by the records of the town, that Governor Winthrop and several distinguished citizens were present at the meeting when this grant was made. And it cannot be presumed that they were ignorant of the legal rights of the town; or they would have consented to the grant, unless they were satisfied as to the title. Nor can it be presumed that the grantees would have made the purchase, thereby engaging to

incur the heavy expense of erecting mills, according to the terms and condition of the grant, without a thorough examination of the title of the grantors".

In the area in question, the grant of the lease to Bendall's Cove was made at a meeting at which Governor Bellingham and John Winthrop were present with others. Further, since the notation in the colonial records which Governor Winthrop himself made, to the effect that the Bodie of Liberties was sent to the Freemen of the towns in December of 1641, it is fair to conclude that at the time of the grant of the lease to Valentine Hill and others, that the town had the title to the entire Bendall's Cove.

In the Rust case previously cited, the Court also pointed out that there was marsh between the upland and the flats in the cove which was then in litigation, and consequently since the marsh was owned by the town because it had not been allotted out, the upland owners would have no title to the flats in front of the marsh.

As the description of Bendall's Cove clearly indicates marsh adjoined the upland, it would also by analogy bar any claim of the upland owners around Bendall's Cove from any claim either to the marsh or the flats composing the same.

Consequently, that as of the time of the lease of Valentine Hill, the Towne of Boston was the owner of all that property comprised within the confines of Bendall's Cove.

III.

Recorded Transactions In the Registry of Deeds Involving The Ownership To the Area Which Comprised Bendall's Cove

An analysis of the lease of Bendall's Cove to Valentine Hill and others indicates that the lessees were called upon within a period of 5 years to build wharves for the dockage of vessels and the landing and exporting of various merchandise and lumber; that any warehouses and wharves that were to be erected during the term of the lease would be left in good repair for the town at the expiration of the lease, except that the town was to have their value determined and to pay the lessees the amount thereof; that the townspeople could use the dock for their own goods, provided they would not impede the loading and unloading of the lessees' goods; that the term of the lease was to be based upon a period of 10 years for every 100 pounds; that the lessees should expend in building warehouses and wharves during the first five year period; and that the lessees were entitled to charge for tonnage and wharfage of all boats at their wharves.

On the 26th of the 12th month of 1648, there appears in the Towne of Boston records an indication of the payments made during the five year period by the lessees Valentine Hill et als, as follows:

"It is ordered upon perusal of the accts of Mr. Hill
(-) Edward Bendall about the cove or docks in their
charges which they (-) in the 5 yrs allowed them by
the towne to expend in as appears (-) 56, which we find
to put to account 818L. 13s. 4d. which makes their nu
() of years for them to possess to be four score from
the year 1646".

The foregoing is recorded in Book 1, Page 114 in the Suffolk County Registry of Deeds. In other words, the Valentine Hill lease of Bendall's Cove was for a period to 1646.

It would appear that in addition to the area included within the Valentine Hill lease there was other land, possibly upland, adjoining Bendall's Cove which had not been allotted and continued to be owned by the Towne of Boston for the town records for the 26th of the 4th month of 1649, discloses that the town had evidently leased such land at a rental, which notation is as follows:

"John Loo, John Scotto, Wm. Hanbery, Isaac Waker, Edmond Jackson, John Shaw, Joseph Wormwall, Leonard Buttolfe are indebted to the Towne of Boston, and their successors for ever for the schols use for their land in Bendalls Cove, as their evidences will show it forth, which some that is to be payd yearly is 3l. 3s. 2d.".

A few years later, as would appear by the town records in a meeting of the 26th of the 4th month of 1649, there is a record to the effect that the Selectmen of the Towne were authorized to sell the reversion of the dock or cove called by the name of Bendall's Dock, together with the flats thereto belonging, to James Everill who was thereafter forever to pay for the school's use six pounds sixteen shillings ten pence annually, as would appear by the deed of sale of the town. The deed covering the sale of the reversion from the Selectmen of the Towne of Boston to James Everill is dated the 31st day of the 11th month (called January) 1649. This deed is recorded in Book 1, Pages 115, 116 and 117 at the Suffolk County Registry of Deeds, a copy of which is hereto attached marked Exhibit "2".

It is to be noted, however, that the area to which the deed of reversion applies is described as "all along from the land and wharf of John Bateman on the north, as it runneth along by the houses and lands of James Nash, Thomas Painter, Wm. Hudson, Sr., John Lowe, Joshua Scotto, James Everill, Edmund Jackson, Isaac Waker, John Button, William Hudson, Jr., John Glover, George Burden, Richard Webb, U. Gunnison, Wm. Tyng, Wm. Ffranklin, Robert Nash, Edward Bendall, Edmund Grosse, Sammuel Cole, Valentine Hill, Henry Webb, unto the wharfe of Wm. Davies on the south".

The foregoing description of the area of the cove or dock probably indicates the owners of house lots around the cove which were apparently part of the upland. However, there were specifically excepted from the operation of the deed the houses and wharves, most of whom have been referred to as indebted to the Town for the school's use, previously referred to, and in addition thereto, certain land of Edward Bendall and the wharf of Henry Webb.

It is also to be noted that excluded in the deed of the reversion were the house and wharf of Valentine Hill, the warehouse and wharf now or late in the occupation of Major Nehemiah Bourne, the warehouse of Edward Bendall, and also the warehouse in occupation of Captain John Leverett, provided Everill made payment to such person for the value of the warehouse. However, there was endorsed on the deed of reversion the statement that whereas the description of the area placed the bounds around the houses and lands of James Nash and Thomas Painter, it was understood that the area was "only to extend to the high way running along by said houses and lands"; that the highway which is reserved 20

foot in breadth was the highway from William Davies property along towards Edward Bendall's brick house and so toward Robert Nashe's house. Further, the endorsement stated that whereas James Everill was granted the right to erect a new wharf upon the flats granted to him by the deed, it was agreed that he should not erect any such wharf within 40 feet of the wharf of Edward Bendall, which would hinder the free passage of vessels to the wharf during the period of the lease to Edward Bendall; and the endorsement also contained this very vital provision: "Ffurther the said James Everill for himselfe, his heires and assignes doth covenant to and with the said Selectmen that the said cove and premisses shalbe lyable to make good the said Rent Charge forever".

After the building of the docks and wharf by Edward Bendall and Valentine Hill, they in certain cases either sold one-eighth interest or mortgaged the same. In addition, portions of the dock were subleased for the term of the lease which they had from the Town. We find among the records in the Suffolk County Registry of Deeds, a sublease dated the 6th day of the 11th month of 1645, recorded in Book 1, Page 71, to Joshua Scotto, of a 20 foot section of the area described as lying near the dwelling house of said Joshua and extending to the water side bounded on the north with the highway, on the east with the warehouse of Bourne, on the south with the cove or dock, on the west with the land then in the possession of Christopher Lawson.

For the purpose of indicating the location of the last mentioned recorded instrument, reference is made to a sketch or plan entitled "A Plan of the Towne Docke formerly called Bendall's Dock in Boston with the Build-

ings Round and Flats Before It Taken By Mr. James Blake, Surveyor, August 26, 1738". This plan is hereto annexed marked Exhibit "3". We identify that parcel of the dock area as lying between the dock and Ann Street.

For the purposes of indicating the contours of the dock area, the earliest plan or sketch is that of Captain John Bonner of the Towne of Boston in New England dated 1722, which is hereby annexed and marked Exhibit "4".

For identification purposes only, we quote the description contained in a deed from John Lowe to Sampson Shoare of "a parcel of land adjoining the cove 30 feet from Major General Edward Gibbon's warehouse and bounded on the west with the said warehouse, the street towards the north, the cove on the south and my own land on the eastward. Containing 30 feet in breadth on the water side at the dock". This instrument is dated the 26th of the 11th month 1651, and is recorded in Book 1, Page 165. We identify John Lowe's house and the parcel conveyed 30 feet on the dock, as also Edward Gibbon's warehouse as lying between Ann Street on the north and the dock on the south.

There is recorded an instrument dated the 19th of August 1651 between James Everill and Edward Bendall to Peter Oliver, of a lease of a 30 foot section of the dock area upon which Oliver was to build a warehouse and that at the end of the term of the lease, the warehouse was to be appraised and Oliver was to be paid the amount thereof.

By an instrument dated March 9, 1657, Edward Hutchinson, Jr., in behalf of his father, Richard Hutchinson, having purchased seven-eighths part of the dock or cove, ratified and confirmed the sublease to Peter Oliver.

This instrument is recorded in Book 3, Page 130b. It is to be noted that Richard Hutchinson had then become owner of seven-eighths of the lease of the dock. Our examination of the recorded instruments at the Suffolk Registry of Deeds fails to disclose just exactly how Hutchinson became such owner. From the instruments of record, it would appear that William Franklin was one of the associates of Valentine Hill and Edward Bendall, and his interest represented one-quarter part of the lease of the dock.

However, we do find of record in Book 1, Page 82, a notation of two deeds of one-eighth part interest each in the dock from Edward Bendall to William Franklin. These deeds were dated, respectively, the 10th of the 4th month 1645, and the 11th of the 6th month 1645. However, in an instrument recorded in Book 1, Page 95, it would appear that Edward Bendall, who had formerly purchased one-quarter interest in the lease in the dock from William Franklin, had given deeds to Franklin and to have paid off the amount due under a mortgage which said deeds actually represented.

In addition, we find recorded in Book 1, Page 92, a mortgage given by Valentine Hill to William Franklin of his one-quarter interest in the cove, which is dated November 19, 1647.

We also find of record in Book 1, Page 164, two mortgages given by Edward Bendall, one to Thomas Clarke dated December 30, 1651, of a one-eighth interest of the lease in the dock, and the other to William Phillips dated December 30, 1651.

By an instrument dated August 19, 1651, James Everill and Edward Bendall leased to Peeter Oliuer "a parcel of land at the Docke or Coue, being 30 foote in breadth & 20 foote in length", and Peeter Oliuer "was

to make up the head Sill of the wharfe appertayninge to the said ground, & to being ground or earth for the Seller within six weeks after the date heereof, & to lay earth vpon the wharfe aforesaid for raising the rest of the ground about the warehowse within 3 months next following", and Peeter Oliuer was to erect a warehouse to be set up 40 feet in length and 20 feet in breadth all along the house 10 feet wide with the cellar under the warehouse; one-half the warehouse leanetto and cellar was to stand upon the aforementioned land and the other half on the property of Everill and Bendall.

Furthermore, Peeter Oliuer covenanted "to make and maintain the earth being at the first by then laid on the wharfe as aforesaid the ground on both sides his warehowse to the eastward and westward tenn foote in breadth from the said howse all alongst his one propper parte of the warehowse and also to maintain a wharfe to the westward being 20 ffoote in length". The lease was for a period "for and during the whole terme which the Towne graunted to valentine Hill and Edward Bendall".

From the description given, it is not possible to pinpoint the location of this last mentioned warehouse, other than the fact that it was to be in the area of the dock and wharf for the landing of goods thereon.

There is of record in the Suffolk Registry of Deeds in Book 1, Page 82, that Edward Bendall by two separate indentures, one dated the 10th of the 4th month 1645, and the other dated the 11th of the 6th 1645, conveyed away to Willm Ffrancklin on each occasion a one-eighth

part of the cove or dock called Bendall's Dock making in all a conveyance of one-fourth of the dock.

Notwithstanding, the preceding reference to the conveyance of one-quarter part in the dock by Edward Bendall to Willm Ffrancklin, we find an instrument recorded in Book 2, Pages 11 and 12, which indicates that a William Phillips conveyed to Edward Hutchinson, Jr., for the use of his father, Richard Hutchinson, the one-quarter part of the lease of the dock and wharf known by the name of Bendall's Dock, which it is there asserted as one-eighth having been sold to William Phillips, and the other eighth sold to Captain Thomas Clarke.

There is recorded in Book 2, Page 104, an instrument dated the 25th of the 8th month of 1648, whereby John Shawe conveyed to James Everill a certain parcel of land at the dock, being in front of the dock about 40 feet, bounded on the east with Joshua Scottow, Edmund Jackson west, the cove south, and the highway north. We identify this parcel as being between Ann Street on the north and the dock on the south. This deed is only referred to for the purpose of showing the location of the parcel of John Shawe which was excepted out of the deed of reversion to James Everill.

By deed recorded in Book 1, Page 96, there appears a deed from Edward Bendall to John Lowe for the term of the lease from the town of a parcel of land 60 feet in length east and west, and 40 feet in breadth at the east end, 44 feet at the west end, bounded with the cove on the south, and Edward Bendall on the east and on the west, and the highway on the north. We identify this parcel as being between Ann Street on the north and the cove or dock on the south.

By an instrument recorded in Book 4, Pages 92-94, Edward Hutchinson as attorney for Richard Hutchinson, stated therein that Valentine Hill by a deed dated May 24, 1649, had conveyed to Richard Hutchinson three-quarters part of the dock and cove called Bendall's Dock, according to the grant of the Towne of Boston for the term of years therein expressed, and further since Richard Hutchinson was already legally possessed of one-eighth part of the dock or cove in the right of William Phillips, who, together with Captain Thomas Clarke had purchased another eighth part of the dock from Edward Bendall, thereupon leased and confirmed to John Wodmansey that parcel of the dock where John Wodmansey had lately erected and set up a new wharf and large warehouse at the mouth of the dock or cove commonly called and known by the name of Bendall's Dock.

"Facing to the seawards in length from mouth of said docke to a high way between the said warehouse newly built by said John Wodmansey and the land now in possession of said Edward Hutchinson in right of his uncle 70 feet be it more or less and is bounded with the sea or channel east and easterly with the gutt or passage out of the docke north and northerly the inside of the docke or cove next the towne west and westerly and the high way aforementioned lying in common use between the said warehouse of said Wodmansey and Hutchinson south and southerly with all the flats and libertie of wharfing to the seaward for that breadth of years during the time and term of years from April 16, 1662 then to come and unexpired".

We identify the area of the sublease to Wodmansey on the 1738 Plan as the area south of the narrow slip entrance into the town dock between the Swing Bridge thereof and the flats to the east. It is also noted on this Plan as Wodmansey's Wharfe.

An instrument is recorded in Book 4, Page 312 from a Robert Patteshal to Wm. Taylor of a warehouse at the dock in Boston "lyeing betwixt the

lands sometimes Sampsons Shoar on the easterly side and a short lane or passage leading from the street unto the said docke on the westerly side and betwixt the said street called the Conduit Street on the northerly end and the said docke on the southerly end".

The conveyance is a lease for the balance of the term of years unexpired which was granted unto "Major Nehemiah Bourne, his heirs and assignes for a certain time or term of years yet to come and unexpired as is aforesaid which will issue and be expired the 26th day of February in the year of our Lord 1726 and which said grant unto said Bourne was by him the said Bourne conveyed unto Major Edward Gibbons and from the said Gibbons to William Hudson and from the said Hudson to said Patteshal". (Note: we find no such assignments of the lease on record). We identify this parcel, which was excepted out of the conveyance of the reversion to James Everill previously referred to on the 1738 Plan as southerly of Ann Street (at one time called Conduit Street) and facing the dock being nearer the lane aside of the Watch House near unto the Conduit.

It would appear by an instrument recorded in Book 7, Page 169, dated June 3, 1671, that the lease of the 20 foot portion on Bendall's Dock which had been given to Joshua Scotto under Book 1, Page 71, was assigned to Benjamin Gibbs, and at said Book and Page there is recorded the lease on the 20 foot section from the Selectmen of the Towne of Boston to Joshua Scotto after the period of 78 years next shall have expired which, according to computation, would be in the year 1726, the grantee paying to the Towne of Boston for the use of the schools 5 shillings yearly, and in the event the 5 shillings were not paid in 10 days after the expiration of the year, then the townsmen of Boston could restrain the land for the payment

of that sum. This lease was assigned to Benjamin Gibbs by Scotto on the 22nd of the 7th month of 1663.

Our examination of the records at the Suffolk County Registry of Deeds disclosed numerous transactions covering mortgages, agreements and some conveyances of part interests in the leases or parts of the dock made by John Wodmansey, Benjamin Gibbs, John Saffin, Wm. Taylor, Richard Wharton, Benjamin and John Davis, John Fairweather, the Executors of the Estate of Captain William Davis, Samuel Paddy, and Richard Crisp. For the most part, these transactions were either of areas bounding on Ann Street, or westerly at the head of the dock, or transactions involving the areas under the Wodmansey lease. We do not feel that an extended, detailed analysis of these transactions would in any way affect either the original lease and reversion of the dock area for determination of the title and ownership of the area of Dock Square, which we have under consideration.

IV.

Votes Recorded in Town Records As Declarations Of Ownership Of Town Dock

At a meeting of the Selectmen on the 28th of the 8th month 1667, there was granted to Will Tayler the reversion of the ground on which his warehouse stood and the wharf before it, which originally was in the possession of Major Bourne, for which he was to pay forever to the use of the free school 10 shillings annually from April 1st, 1670, as appears by the deed.

At a meeting of the Selectmen on the 30th of the 6th month 1669, it was agreed "that in consideration of his enjoyment of his land & houses on ye docke after the expiration of his present lease to pay 12s. per

annum from this time forever to the use, of the towne in mony".

At a meeting of the Selectmen on the 11th of the 3rd month 1671, liberty was granted to John Woodmansey "to take in parte of the greate docke on the south side of the dockes mouth to add to his wharfe provided he enlarge as much on the north side, leaving it the same breadth as now it is, which is 26½ foot over from inside to inside in the narrowest parte thereof". We identify on the 1738 Plan the area in question which he was to leave, the so-called gutt or slip into the town dock 26½ feet wide at its narrowest point near the Swing Bridge.

At a meeting of the Selectmen dated 31st of March 1673, liberty was granted to Richard Wharton, William Taylor, John Woodmansey and John Fairweather "to make a bridge over the Dockes mouth so that it may not be prejudicial to any vessells passinge to or fro by day or night nor hassardous to Children of other persons". We identify this point on the 1738 Plan as the Swing Bridge at the head of the slip to the entry to the town dock.

At a meeting of the inhabitants on March 10, 1677, the grant of authority for the making of a bridge over the dock's mouth by the Selectmen on March 31, 1673, confirmed the grant and empowered the Selectmen to make such further orders as was necessary therefor.

At a meeting of the Selectmen on April 12, 1675, an order was entered that Wm. Taylor, Richard Wharton and John Saffine, who had encroached upon the dock before their warehouses near the mouth of the dock, which was prejudicial to the interests of the town, to remove the encroachment within 24 hours upon penalty of 20s. a day. On April 24th, there is a note to the effect that the aforesaid wharf was removed ac-

cording to the order.

On August 29, 1679, at a public meeting of the inhabitants of the town, there is a report from the Selectmen that they had reached an agreement to convey to Eliakim Hutchinson the reversion of that part of the dock "bounded with the warehouse and wharfe of Mr. John Woodmansey on the north and the warehouse of Edward Sheppen on the south continued towards the sea 63 foote with the flats before it (in proportion of others in the neighborhood) and towards the docke on each side of Capt. William Davis land about 56 foote", for a payment to the Treasurer of the town of 10 shillings yearly on the first day of September for the use of the town. We identify the area involved as one of the warehouses southerly of the Swing Bridge and adjoining Woodmansey's Wharfe on the 1837 Plan.

This reversionary interest, after the expiration of the original lease, was contained in a deed dated February 23, 1679 and recorded in Book 12, Page 117.

On January 30, 1681, at a meeting of the Selectmen, there appears a copy of an indenture or deed from the Selectmen to John Woodmansey of the area representing a part of the dock where Woodmansey had lately erected and set up a new wharf and large warehouse "lyinge and beinge at the mouth of the said Docke or Cove commonly called Bendall Docke faceing to the seaward in length from the mouth of the docke to a highway between the said warehouse newly built by said Woodmansey and the warehouse and land then in the possession of said Edward Hutchinson in right of the said Richard Hutchinson 70 foote be it more or lesse bounded with the Sea or Channell East and Easterly with the Gutt or

passage out of the docke, North or Northerly the inside of the docke or cove next the towne West or Westerly and the highway then in Common use between the Warehouse of the said Woodmansey and Hutchinson since built upon by the said Hutchinson, South or Southerly", for which Woodmansey was to pay the Towne Treasurer one pepper corne from and after April 1st, 1671, as an honorarium to the Towne of Boston or within four days thereafter for the use of the free school of Boston.

We identify the area involved in this reversionary deed as a 70 foot section marked Woodmansey Wharfe on the 1738 Plan.

At a meeting of the Selectmen on May 27, 1684, acting under the authority of a vote of the inhabitants at a town meeting of March 10, 1684, with respect to the regulation of the highway before their land from the great Dockes mouth to Samuel Nowell's warehouse corner where the warehouses had been burned down by fire, it was agreed that Edward Sheppen (who held his property under a lease from the lessees' dock) that he should have the reversion after the expiration of his lease. We identify this warehouse as being between Ann Street and the dock.

At a meeting of the Selectmen on June 30, 1684, it was noted that the Selectmen had agreed with Hutchinson on authority of an order of the inhabitants of the town, at a town meeting on March 30, 1678, that in consideration of adding to the highway before his land next to the dock 8 foot in breadth and 38 foot in length to lie as a highway forever, the annual rent of 10 shillings was abated and remitted to him and a new deed was given to him by the Selectmen. This deed is dated June 30, 1684, and is recorded in Book 13, Pages 251-252. As previously pointed out, the area involved in this deed of reversion represented the highway in front

of the warehouses immediately south of the Swing Bridge.

At a town meeting held on March 7, 1709, it is recorded that Eliakim Hutchinson was willing to surrender up his lease to the town dock or Bendall's Dock on certain terms proposed by him, and the Selectmen were of the opinion that it would be advisable to accept. Thereupon, the Selectmen were empowered to negotiate with Hutchinson concerning terms for the surrender of the lease.

Thereafter, in the minutes of the Selectmen for March 24, 1710, there appears an agreement with Eliakim Hutchinson for the surrender to the town of his lease and interest in the wharf and dock formerly called Bendall's Dock for the remaining term of years (including a Joseph Rogers lease), excepting and reserving that part thereof where his warehouse stands which the town had granted to him forever, and also reserving during the remaining term of years, a piece of wharf on which the Hutchinson Crane house stands and the town was to pay Hutchinson 14 pounds a year until the end of the term of the lease, which is reputed to expire in 1726, and that the committee was also of unanimous opinion that the land on which Hutchinson Crane house stands was part of the wharf contained in the lease to Bendall and Company, and ought to return to the town at the end of the expiration of the lease.

At a town meeting dated March 12, 1732, it appears that Henry Gibbs had encroached on the town land at Dock Square by erecting frames thereon, and it was voted that the Selectmen see that they were demolished.

At a meeting of the Selectmen on August 21, 1716, the Selectmen were of the opinion that it would be to the benefit of the town to make an addition to the wharves at the north side of the town dock and a

committee was appointed to effect the same.

At a meeting of the Selectmen on September 2, 1740, a plan for the erection of a house for a market from Peter Faneuil to be built on Dock Square was filed and requested the Selectmen to lay out the ground in order to begin the foundation; that the Selectmen went on the place and marked and staked out a piece of ground for that use "measuring in length from the lower or easterly end fronting the warehouses in Merchants Row 100 feet and in breadth 40 feet, which leaves a passageway of 30 feet wide between the towne's shoppes and the market house to be built".

V.

Rental of Shops on the Town Dock Showing
Exercise of Ownership by the Town of Boston

At a meeting of the Selectmen dated January 22, 1717, the Selectmen voted that the town wharf and dock, as well as the part occupied the previous year, and the new addition which had then been lately made and repaired on the northerly side of the dock, be let to John Braman for one year.

At a meeting of the Selectmen of March 28, 1719, it was voted to let to James Barnes the town's wharf and dock for one year.

At a meeting of the Selectmen on January 28, 1722, it was voted to lease part of the town wharf and dock to Wm. and Stephen Payn "reserving the libertie to the neighbors that are privileged therein".

At a town meeting June 3, 1724, it was voted to consider and project some proper method for improving the town dock, the wharves and buildings adjoining which are and may be in a short time delivered up to the town,

and the committee was empowered to treat with any persons who may offer to hire the same, upon terms for a lease not exceeding 21 years. At this meeting, there was also noted other transactions concerning the town dock and buildings; that the committee had made an appraisement of the housing or tenements standing on the town's land and wharf on the south side of the town dock then in the possession of Bromfield & Belcher, who were assignees of Valentine Hill. (Amounts were appraised and possession delivered to the Selectmen who then rented them out to several tenants).

At a town meeting dated March 14, 1725, it was voted that the Selectmen be empowered to agree with and sell to persons concerned with "quitt rents" from the Swing Bridge to Anthiems Corner, so-called, as also for the enlargement the town had made of the wharf thereon, upon such consideration as the Selectmen should judge reasonable.

At a town meeting of March 13, 1726, the Selectmen were empowered to sell the several "quitt rents" about the town dock and when the buildings were appraised, the Selectmen were empowered to draw on the Town Treasurer to pay for the same.

At the town meeting of May 3, 1726, the Selectmen were empowered to take care of the town's interest at the dock with reference to the buildings, etc., the lease whereof will expire on November next, and to receive and improve them for the benefit of the town, and to appoint suitable persons on behalf of the town to appraise the same and draw upon the Town Treasurer for the payment of the appraised value.

At a town meeting of July 1, 1728, a committee appointed for the improvement of the town dock reported that the old building adjoining "to Mr. Dolbear's Shop as well as those on the south side of the dock be re-

paired at the charge of the town, or those that may hire them for a term of years not exceeding 21, as shall be found most for the benefit of the Town". The committee also recommended extending the wharf, filling up a portion of the dock, laying out a street thereon and also building "a rainge of low shops to be erected on the premises as persons shall appear to hire them".

At a meeting of the Selectmen of September 28, 1728, there is noted the lease of a tenement at the head of the dock to Jacob Wendell.

At a meeting of the Selectmen of February 26, 1729, there were noted the following leases of shops on Dock Square: Shop #6, fronting on Dock Square, bounded southerly on said Square; Westerly on Shop of Mr. Dyer; Northerly on Town Dock; Easterly on Shop of Mr. Casno (#7); lease of Shops 7, 8, 9, 10 and 11.

At a town meeting on March 12, 1732, it was reported that several old houses at Dock Square belonging to the town were in ruinous condition and not worth repairing, thereupon it was voted that they be demolished.

At a meeting of the Selectmen March 19, 1739, there is a notation of the fact that a Jonathan Foster sometime ago had built a small shop upon the Platforme in Dock Square at his own expense, while the law suit was pending between the town and the heirs of James Everill and was now in possession, and desired to continue at such rent as the Selectmen shall judge, and accordingly, the Selectmen agreed to let the shop to him for one year commencing September 1st at a rental of 8 pounds per annum to be paid to the Town Treasurer (the location of the Platforme referred to appears on the 1738 Plan as just northerly of the market place and easterly of the small shops appearing on the south side of the town dock).

At a meeting of the Selectmen of June 13, 1739, a committee was appointed to settle the accounts with the town's tenants in Dock Square and to set the rents on each of the tenements when they are let or leased anew.

At a town meeting July 27, 1739, it was voted to authorize the Selectmen to advertise and grant new leases of the town's shops in Dock Square for a period not exceeding 7 years.

At a meeting of the Selectmen July 30, 1739, there was recorded a copy of an advertisement whereby the Selectmen offered to the public the rental of "sundry tenements belonging to the Towne of Boston situate in Docke Square".

At a meeting of the Selectmen of August 1, 1739, there is noted the fact that sundry persons in possession of the town shops on the dock were in arrears in rent that was due to the town and they were notified to pay the same to the Town Treasurer.

At a meeting of the Selectmen of September 14, 1739, there is a notation of the rental of the town's Shop #4 in Dock Square for a term of 5 years.

At a meeting of the Selectmen October 31, 1739, there is a notation of the execution of a lease for a certain brick tenement in Dock Square, #2, for the term of 5 years.

At a town meeting March 10, 1745, a committee was appointed to view the wooden shops belonging to the town on the north side of Faneuil Hall Market and consider the repairs necessary, and thereafter, it was voted to repair the shops.

At a town meeting in 1749, it was voted to take over and pay 2160

pounds to Thomas Hubbard for the building erected by him on the dock at the expiration of his lease. Thereafter, the Selectmen at a meeting August 27, 1749, it was reported that they had agreed with Thomas Hubbard that he might have a lease for 15 years of the warehouse built by him at the head of the town dock, in lieu of payment for the building which he was to deliver up at the expiration of the extended lease.

At a town meeting in 1752, it was voted to pay off the heirs of John Dolbear for buildings which he had erected on the town lands at the head of the dock which was bounded Westerly on Dock Square 30 feet; Northerly on a shop called Dolbear's 19' 19"; then running at a angle into the dock on said Dolbear 13' 10", and from that angle upon the dock Southeasterly running 28 feet. At a subsequent meeting on June 29, 1752, the value set for this building was 200 pounds, for which payment was made.

It would appear from a petition made to the Selectmen at its meeting of December 28, 1743, that a request was made to erect a building at the head of the dock, 20 feet in front and 16 feet deep, which was described as a "stench hole and offensive to the town", and a further notation appears that the Selectmen were unable to comply with the proposal.

There is a notation in the Selectmens' minutes for a meeting of January 14, 1761, that Faneuil Hall and the shops on the north side of the dock were consumed by fire on January 13, 1761.

It is also noted in the Selectmens' minutes for March 25, 1761, a proposal to petition the Generall Court for authority to raise money by a lottery for the purpose of rebuilding a new market for Faneuil Hall.

Town's Exercise Of Ownership Over Streets

At a town meeting on the 18th day of the 10th month of 1634, there is noted the following:

"18th of the same moneth.
Att a generall meeting upon publique notice.
Imprimis, it is agreed that Mr. Winthrop, Mr.
Coddington, Mr. Bellingham, Mr. Cotton, Mr.
Ollyver, Mr. Colborne and Willm Balstone
shall have power to devide and dispose of
all such lands belonging to the towne (as
are not yet in the lawful possession of any
particular persons) to the inhabitants of
the towne according to the Orders of the
Court, leaving such portions in Common for
the use of newe Commers, and the further
benefitt of the towne, as in theire best
discretions they shall thinke fitt; the
Ilands hyred by the towne to be also in-
cluded in this Order".

At a town meeting on the 4th day of the 11th month called January 1635, there is noted the following:

"Item: It is agreed that every one shall
have a sufficient way unto his allotment
of ground, wherever it be, and that the
Inhabitants of the towne shall have liber-
tie to appoint men for the setting of them
out, as need shall require, and the same
course to be taken for all common high ways,
both for the towne and countrie".

At a meeting of the Selectmen on the 4th day of the 8th month October 1636, there is noted the following:

"It was agreed and ordered that from this
day there shall noe house at all be built
in this towne neere unto any of the streets
or laynes therein, but with the advise and
consent of the overseers of the townes oc-
casions for the avoyding of disorderly build-
ing to the inconvenience of streets and laynes,
and for the more comely and Commodious order-

ing of them upon the forfeyture for every house built Contrarie to this order, of such some as the ouerseers shall see fitting, under the sume of xli".

At a meeting of the Selectmen on the 25th of the 7th month of September 1637, there was a grant to William Hudson of "foote and a halfe to come into the streeete way for the setting up of his new building towards the sea syde where he dwelleth".

In the record of the Selectmen for the 31st day of the 9th month 1649, which records the sale of the reversion of the dock to James Everill, there is also the following notation:

"It is ordered that all the land at the head of the Cove round aboute by John Glover's, George Burden's, Hugh Gunison's, Capt. Wm. Tinge's, Wm. Franklin's, Robert Nashe's, and eight foot to the eastward of it, is highway, and not to be accounted within the purchase of James Everill of his purchase of the Towne: As alsoe from the Eastward sid of the eight foot, and round about bye the Corner of Edward Bendall's Bricke howse, and soe by Samuell Col's howse, as alsoe to Edward Ting's wharfe, shall goe a High way of twentye foote in breadth".

There is also to be noted in the town meeting of the 10th of the first month 1651, that the spare highways at the ends of both the bridges over the Mill Streame were the Towne's property, and liberty was granted to the neighborhood to use them as a wharf for the public landing of goods.

At a meeting of the Selectmen on the second of the second month 1658, there is recorded the following:

"Whereas severall parcells of the townes ground is taken up by cellar doores, which proove accomodable to many of the inhabitants, and in time by custome may bee claimed to bee propriety by the present or future possessors of such houses as enjoy that priviledg. Itt is therefore ordered that every person that hath or shall have a cellar doore into

any of the streets of the towne shall pay twelve pence every first of March to the Towne Treasurer, and in case of nonpayment the Treasurer of the Towne is impowered to leavy the same by distress.

Whereas Mr. Habacuck Glover hath sett up severall pillars upon the townes ground to support his house; Itt is ordered that the said Glover shall pay twelve pence for every such pillar so erected, every first of March to the Towne Treasurer".

At a meeting of the Selectmen on the 29th of the fourth month 1667, James Everill was warned to take away the heaps of earth which he had laid upon the highways upon any part of the dock to be removed within 20 days upon penalty of 20 shillings.

At a meeting of the Selectmen on the 29th day of the second month of 1661, it was ordered that two feet of ground be allowed to Mr. Symon Lyndes land at the southeast end of his stone house by the dock and to run along even with the cellar door at the east end of his house "which land is allowed him in consideration of his taking in an old ware house into his yard whereby ye high way is enlarged".

At a meeting of the Selectmen on the 24th of the fourth month 1667, it was voted that Capt. Walker's bench and fence "standinge 10 Inches into the Townes ground, hath libertye to stand during the Towne pleasure, payinge 6d. p. yeare to the towne Tresurer". Also, it is noted at that meeting that "Steuen Talbyes porch standing one the Towne ground 4 inches hath libertye to stand duringe the Towne pleasuer, paying 6d. p. annum to the Towne Tresuer".

At a meeting of the Selectmen on August 30th, 1680, it was ordered that a penalty be exacted of 20 shillings upon anyone who would take the liberty to make his cellar door or stairs "upon the towne's land in any of the streets thereof".

At a meeting of the Selectmen on May 5, 1681, it was noted that certain persons were fined 20 shillings "for causeinge ye Towne ground to be dig'd vp, without leaue, & Makeinge the wall of ye Cellar of ye Worpll Thomas Danfort Esq. Deputy Governor 9 inches throughout frontinge toward ye Docke, vpon the towne lands, & still stands vpon the Towne proprietie".

At a town meeting March 10, 1684, the following proposal was presented to the Selectmen:

"The proprietors of ye land where ye late fire made ruins on ye south side of ye Dockes mouth doe request yt you please to propose vnto the Towne, That ye regulateing ye high way leading from ye Docks mouth to Mr. Nowells cornr on ye East side of ye way may be left to the discretion of the Selectmen, that they may haue powre to make such agreemt with them, & lay out the said high way soe as may be most for the publique good of the Towne for the future, they beinge about to build with Bricke, & therefore it is hoped noe alteration will be made in many yeares; And in case they finde it needfull to lay any of the proprietors land to ye high way to enlarge it, that they may haue powre to make it vp to them by longer lease or otherwise as they see most convenient for the good of the Towne.
Voted by the Towne in the affirmatiue ye 10th March 1683/84".

At a meeting of the Selectmen of April 21, 1685, it was ordered that whereas a Richard West had erected a shop "which stands about a Foote into the streete in ye Townes land, he remoue the sd Leanto further backe of the Towne Land accordinge to the line of the streets there layd out within one moneth after the date hereof upon the penalties of 20s."

At a town meeting of the inhabitants May 11, 1696, it was "Voted that the Selectmen prosecute those that have encroached or built on the

towns land or highways".

At a meeting of the Selectmen for May 27, 1684, there appears a notation, pursuant to the authority of the vote of the town meeting the 10th of March last, to regulate the highway before the warehouses burned down at the dock; that the Selectmen had agreed with Edward Sheppen that he should have and enjoy the reversion of his land forever after the expiration of his lease. (We place the Sheppen warehouse as one of the warehouses on the 1738 Plan just southerly of the Swing Bridge and on the westerly side of the market place).

Thereafter, at a meeting of the Selectmen on June 30, 1684, it is recorded that they then signed a deed to Mr. Edward Sheppen "for the reversion & inheritance of ye land in his possession with a proportionable pte of ye flates behinde it toward the sea he payeinge 15 shillings in mony yearlie for ever on ye 30 day of June by virtue of an Order made at a Publique meeting of ye inhabitants of this towne the 10th of March last".

At this same Selectmens' meeting, it is noted that whereas on January 26, 1679, the reversion of land in the possession of Eleacham Hutchinson near the dock was granted to him under which he was to pay the town 10 shillings yearly; that the Selectmen had agreed with Hutchinson by virtue of the March 10th last order, that in consideration of adding to the highway before his land next to the dock 8 foot in breadth and 38 foot in length, to lie as the highway forever, the annual rent of 10 shillings was abated or remitted to him and a new deed given to him of the same land.

At a town meeting in September 22, 1701, it was voted that the Selectmen be empowered to sign and affix names to the several streets and lanes in the town, and thereafter at a meeting of the Selectmen of May 3, 1708,

the streets, lanes and alleys of the town, as they were of that date, were named and bounded and recorded in the Town Book, a copy of the list of the names of streets so recorded is hereto annexed marked Exhibit "5".

At a town meeting July 1, 1728, a committee appointed for the improvement of the town dock reported a recommendation, in part, for the filling of the whole southern part of the dock "and a street of a suitable breadth be laid out from the head and westerly part of said wharf down eastward to the wharf now before said (Allin's) warehouse".

At a town meeting May 9, 1733, it was voted that in the vacant place at or near the town dock there be established one of the places for a market (we identify this vacant place as the part marked "Market Place" just southerly of the small shops on the south side of the town dock on the 1738 Plan).

Thereafter, at a town meeting on April 24, 1734, a market place was established on the town's ground or open space on the town dock or wharf commonly called Dock Square; 700 pounds was appropriated for the erection of this and two other market places in other parts of the town.

On March 10, 1734, the town meeting voted on the accounts for the building of the market house.

At a town meeting on July 14, 1740, a petition was presented that, whereas the market place on the town's ground on Dock Square was voted in 1734, and a convenient building was erected thereon; and that said building for some years past had been demolished and pulled down and the inhabitants have no certain place to meet; that Peter Faneuil had offered to erect a building for a market for the use and benefit of the town, provided the town would maintain it. The petition was then placed to a

vote, whether to accept the offer. The offer was finally accepted at a vote, yes 367, no 360.

At a town meeting March 9, 1761, it was voted that the Selectmen were empowered to take such steps as the law directs for widening the streets between Faneuil Hall Market and Bromfield's Warehouses, and Gibb's Stores. We identify this area as the street between the shops on the southern part of the town dock and just northerly of the Faneuil Hall Market. (By March 13, 1761, Faneuil Hall Market was destroyed by fire, leaving it doubtful whether this vote was ever carried into execution).

By a vote of the Selectmen at its meeting on July 27, 1764, it was determined by them "to keep open the passageway at the head of the dock and that said passageway shall be continued of the same width round the dock to a post parallel with the posts round the east end of the market".

The new Faneuil Hall Market to replace the one destroyed by fire was built in 1763 and was 80 feet in width, whereas the original Faneuil Hall was 40 feet in width. The 80 foot width considerably reduced the street between Faneuil Hall and the shops on the southern part of the dock to what was determined by this last vote of the Selectmen to become a passageway. We, therefore, identify the passageway referred to as the street running from the head of the dock or store occupied by Hubbard, running eastward towards the posts at the end of Faneuil Hall Market on the 1738 Plan.

At a meeting of the Selectmen on July 30, 1772, they voted that the passageway at the head of the town dock be widened to 25 feet and the northern corner "to flay off"; and at its meeting of November 4, 1772, a committee was appointed to repair the head of the dock and widen the passageway (we identify the passageway referred to which was widened to 25

feet as that passageway between the small shops and the Sun Tavern on the 1738 Plan).

VII.

Activity Concerning The Filling Up Of the Town Dock

A. FIRST FILLING OF TOWN DOCK 1728

At a town meeting July 1, 1728, a committee appointed at a previous meeting for improving the town dock, wharves and buildings made a report in which it recommended that the town wharf be continued and extended easterly to join the wharves before the warehouses in the possession of Allin's, Hough, Cushing, et als, viz: "on a line from the northeast corner of the present wharf to the north part of said Allin's Warehouse and so the whole southern part of the dock be filled up", and the Selectmen were empowered and directed to carry out the recommendations.

At a town meeting May 9, 1733, a committee was appointed to inquire into the town's rights in land of the dock and on trespasses thereon, and that a plan thereof be taken by a surveyor and the same be made a part of the records in the Town Clerk's Office of the Town's lands showing the annual rent or income yield at present, so that the Town may be certain of their rights and income (the only plan we were able to discover made by a surveyor is a 1738 Plan of James Blake which is entitled "A Plan of the Towne Docke formerly called Bendalle's Docke in Boston with the Buildings Round and Flats Before It"). This plan is marked Exhibit "6".

B. SECOND FILLING OF TOWN DOCK 1747

At a town meeting on September 1, 1747, it was voted that the Selectmen be empowered to fill up the head of the town dock from the corner of the town's wharf as far as the bend of Mr. Anstram's Wharf as soon as may be "provided it does not encroach upon the right or libertie of any private persons".

We also find of record a town meeting of May 10, 1757, which considered a petition by certain of the inhabitants to remove the shops on the north side of Faneuil Hall and to fill up the dock behind the shops. This petition was put to a vote and was voted in the negative, and thereupon, the meeting voted that a committee be appointed to inquire into the rights of the town to the dock, and thereafter, as appears by a record of a town meeting on August 1, 1757, the committee reported that the town has a good right in and unto said dock, and that abutters have a right of dockage, wharfage and moorage, so town has no right to fill up said docke and if the town has that right, they are of the opinion that it will not be for the interests of the town to fill it up. The meeting then accepted the report.

C. THIRD FILLING OF TOWN DOCK

1761

At a town meeting May 12, 1761, a report concerning the filling up of the dock was rendered which was as follows:

"The committee has conferred with abutters and are of opinion it will be to best interest of the towne to fill up the docke as far as a straight line to be run from the southwesterly corner of Mr. Joseph Tyler's shop to the opposite side which will end a few feet easterly of the Place where the Towne's Shops lately stood. We are also of opinion the Fish Market, the Engine and Watch Houses have best be removed to some more convenient places. And as to that part of the docke between said line and the swing bridge, we apprehend great cost will arise to the towne by filling up the same and its being left open will be of great service in case of fire".

The meeting then voted that the report be accepted and the Selectmen see that the same was carried into execution. (We identify on the 1738 Plan, Exhibit "3", that the easterly line of the dock filling would run on a line from Tyler's Shop which was between Ann Street and the wharf westerly of Swing Bridge Lane, and then would run straight across the

dock to meet a point on the platform, so-called, easterly of the small shops shown on the southerly part of the town dock. Easterly of that line to the Swing Bridge would represent the portion of the dock which was to be left open and not filled).

Thereafter, we find that the Selectmen on June 10, 1761, hired the carpenters to build the head, make drains and do all necessary work, in accordance with the vote of the town to fill up the dock.

At a meeting of the Selectmen of August 18, 1761, they considered a petition to further fill up the town dock and voted to make a survey of the land about the dock and "ascertain the bearings of the land with the common shore made in ye docke".

Thereafter, the records in the minutes of the Selectmen of July 7, 1762, in which they appointed a committee to get the top of the drain at the town dock covered over with clay, and that part of the dock near the reservoir filled up, and do all other things necessary to accomplish the filling. A committee was also appointed to direct the leveling of the ground near the dock and procure the necessary laborers and tools for accomplishing the job.

D. FOURTH FILLING OF TOWN DOCK

1783

At a town meeting August 20, 1770, a petition was filed by the inhabitants of the town stating that the passageway leading from the north part of Faneuil Hall Market into Ann Street and Union Street was so narrow as to be obstructed by carts, etc., and praying that the passageway be widened and enlarged either by filling up the southwest part of the town dock or in such other manner as seems meet. This petition was passed in the affirmative, and then the town meeting voted that the Selectmen be

empowered to fill up the dock from the southeast corner of the town's land to the warehouse occupied by the heirs of the late John Fairweather on a straight line to the northwest corner opposite Joseph Tyler's shop (without obstructing the several drains for accomodation of Faneuil Hall Market) reserving to the town their right of shutting up the said ways when they should judge it convenient.

However, at the town meeting of September 20, 1770, it was voted that making the passageway would result in much greater expense to the town than if the whole dock was filled up, and consequently, it was voted that a committee be appointed to inquire into the titles to the dock and report to the town.

At a town meeting May 6, 1783, it was reported that the "committee for filling docke desired to proceed in that business and in making the head and carrying out the drains which run into the docke in order for filling up the same at best terms that may be and expenses paid out of next towne tax".

Thereafter, as appears by notations in the minutes of the town meeting of May 14, 1784, the Town Treasurer's accounts showed payments for the expense of filling up the dock and also a copy of an answer to a petition filed with the town meeting minutes of January 18, 1785, that the town had gone to the expense of at least 2000 pounds in filling up the dock.

VIII.

Litigation Involving Ownership of Town Dock Area

In the previous sections of this report, we have traced through the town records of the meetings of the inhabitants and of the Selectmen, the granting of leases and reversionary interests in the area which originally composed Bendall's Cove, and the documentation by recorded instruments of

such of the leases and deeds as were found of record in the Suffolk Registry of Deeds.

It must be taken for granted as was stated in some of the decisions of the Massachusetts Supreme Judicial Court, that the early records of the colonists representing conveyances, deeds, leases and other interests in real property were not always placed on record, so as to afford a complete chain of title from early colonial days to date. However, we believe that the historical documentation which we have so carefully noted in this report furnishes sufficient, substantial background for the conclusions which we shall hereinafter set forth.

In the previous section, there was related the votes of the town meetings and the action of the Selectmen in filling up the town dock, from the first partial filling in 1728, down to the time of the filling which occurred in 1784. Having in mind that the original lease for the Bendall's Cove occurred as early as 1641, it is not without surprise that claimants to the town dock area should appear with their claims when the town dock was filled almost a 100 years or more later, particularly where the claimants had used the dock for dockage, wharfage and moorage for so many years prior thereto without molestation, that they should feel that they had acquired an incontestable right to some propriety in the town dock.

However, the town fathers were not so ready to accept the claims of adverse property interests in the town dock and resorted to both criminal prosecution and civil litigation to sustain the rights of the town.

At a town meeting of June 11, 1729 (a time when the period of the

original lease to Valentine Hill and others had expired) it voted to direct the Selectmen "to prosecute in law all such persons as shall be found trespasses on the town land claimed by the late Eliakim Hutchinson, deceased".

We then note at the town meeting of May 5, 1731, a notation to the effect that "the time by law for bringing forward action of Review for recovery of possession of a warehouse claimed by the Heirs of Eliakim Hutchinson, deceased, will expire August next". Later, at a town meeting of June 26th of 1733, a committee is designated to negotiate with a Mr. Palmer and a Mr. Gibbs relating to their claims in Dock Square.

Then, by the town meeting of May 9, 1733, we find a vote "to make application to the Generall Court for leave to bring forward a Writ of Review in order for recovering possession of land and warehouse on the docke now in the possession of Thomas Palmer in behalf of the heirs of Eliakim Hutchinson".

Finally, at a town meeting of July 31, 1734, on a memorial of Thomas Palmer and Henry Gibbs, it was voted "that memorial be dismissed for they are of the opinion the lands and wharfs mentioned therein belong to the towne already". As we find no further record of the Hutchinson claim in the town meetings or Selectmens' records, and inasmuch as Palmer resorted to a discretionary memorial to the town which the town dismissed, we must conclude that any claims of the Hutchinson heirs were disposed of in favor of the town.

On March 15, 1733, the town meeting voted to prosecute Henry Gibbs for a piece of land on Dock Square formerly called Henry Webb's Wharf.

With respect to the litigation involving Henry Gibbs, we find in the Selectmen's records for March 30, 1733, votes to prosecute Henry Gibbs with relation to the piece of wharf and the frame erected by him on the town's land at Dock Square, and a further notation that the encroachments were taken down.

The more serious problem with respect to the claims of property in the dock arose when the heirs of James Everill came forward with their claims to title in the dock itself. As we previously set out, the reversionary interest in the town dock after the expiration of the period of the original lease to Valentine Hill et al., was conveyed by a recorded instrument in the Suffolk Registry of Deeds to James Everill, upon payment by him of a certain sum yearly to the use of the free school in the Towne of Boston.

Having in mind the looseness of the conveyancing methods of the colonists in the early days, we must construe the so-called deed of reversion as not being strictly a deed in fee simple, but rather in the light of a continuation of the lease after the expiration of the Valentine Hill lease for such period of time as the grantee, his heirs or assigns should continue to pay the annual sum to the Town Treasurer for the use of the free school in the Towne of Boston. Consequently, in the event there should be failure of payment of the annual sum by the grantee, his heirs or assigns, the subject matter of the reversion would revert back to the town either by further legal action or by reverter, without any further action.

(a) In the minutes of the town meeting of June 26, 1733, there appears the first reference to the claim of the Everill heirs to the dock.

(b) The next record we find concerning the claims of James Everill's heirs is the town meeting of March 8, 1735, in which the Selectmen voted to bring forward Writs of Review in actions relating to the town dock in cases between the Towne of Boston and James Everill's heirs.

(c) With the large number of claims being made the town meeting at that time then voted that a committee be appointed to take depositions of persons to perpetuate their testimony relating to the town's title to the dock.

(d) At a town meeting of November 21, 1738, it was "voted to petition the Generall Court to bring forward at the Superior Court in Boston an action of Review against the heirs of James Everill for reversing a judgment obtained at said Superior Court against the town for part of a parcel of land and shop thereon now in the possession of John and Richard Billings. The time for said action at law having elapsed". (This reference in the town records would seem to indicate that the original action resulted in a favorable finding for the heirs of James Everill and that the town was seeking to have the case reheard on appeal. We find at many meetings of the Selectmen notations to the effect that three judges heard the case on appeal; that there was a mistrial of the suit because of the conduct of one juryman being separated from the other jurors; that Everill's heirs filed motions for change of venue outside of Boston; and that thereafter, a special verdict was entered and upon retrial, the case finally resulted in judgment in favor of the town).

(e) At a meeting of the Selectmen April 4, 1739, two of their number were appointed to go to the Clerk's Office of the Superior Court "to get the bill of costs taxed, on the causes, lately tried at the Superior Court, between the Towne of Boston and James Everill's heirs and take out Writs of Execution for possession of the premises recovered by the towne". There is then entered in the Selectmens' minutes for June 7, 1739, a notation that the Selectmen took possession of the shops, etc., on the dock.

It would seem that after the favorable decision for the town against the heirs of James Everill, the heirs took an appeal directly to the Crown in London, for in the Selectmens' minutes of August 26, 1747, a copy of a letter appears which they had addressed to the agents representing the town in London, with regard to the controversy between the town and Everill's heirs "before his Majesty in Counsel". The letter in part contained the following language: "Controversy was determined in favor of towne by the Lords of the Committee and that their judgment has put an end to that dispute". The Selectmen then stated that they would like to have a copy of the facts or the points "that their Lordships gave their judgment".

With this decision whatever rights Everill's heirs may have acquired through the reversionary deed to James Everill, they no longer were effectual to bar the claim of the town to ownership in the dock.

In this connection, it appears that in 1775 the town was in doubt as to the exact ownership and title of the dock area and referred the matter to a committee for the purpose of making a study into the rights of the town, and in the minutes of the town meeting of February 1, 1775, there

appears a lengthy report on the subject matter, in which it was reported as follows:

"Committee are of a opinion that the towne have an undoubted right to said docke, and may fill it up, or improve the same as they would judge proper, so far as to meet the Slip that entered into said docke just above the bridge; and if the same is filled up the Committee proposed to the towne, that a Passage may be laid out of such a Wedth as will be most convenient for Carts, Trucks & other Carriages, beginning at the Southeast Corner of said Docke and running upon a Line nearly Strait between the Dwelling House of the late Thomas Tyler, Esqr. & the Warehouse of John Boreland, Esq..... The Committee would mention to the Town, that the Heirs of the late Dr. Willm Davis claim a Right to the Dockage, Wharffage & Morage of such Vessels as can lay in that Part of the Dock that is before the Warehouses of the late John Fayerweather, Esq; but the same not appearing Clear to the Committee, they only say upon it, that when it shall appear they have such Right, an adequate Consideration should be made them, & which the Towne will undoubtedly make to them -".

A copy of the foregoing town meeting vote is hereto attached marked Exhibit "7". (The warehouses of John Fairweather are directly south of the Swing Bridge appearing on Blake Plan of 1738, Exhibit "3").

In addition, when the town finally came to fill the dock in 1783, abutters on the town dock were making claims against the town for damages arising from the filling of the dock. Thereupon, a committee was appointed to look into the claims and make a report to the town meeting. At a later meeting of the town on June 3rd, 1783, the Committee reported as follows:

"That the Claimes of said Abutors, as well as the Claimes of The Town in and to the Dock are exceeding numerous Ancient and perplexed, and that the Committee have great reason to Suppose there is a very considerable Number of Deeds and Papers touching the Claimes aforesaid which have not yet been exhibited.

That if the Committee could gain possession of all the Papers, of every kind relating to said Claims it would even in that Case require such a length of Time to Obtain a final and determined Opinion touching the Nature and quantity of right of different

Claimants as would have the Speedy purpose for which the Committee was chosen unanswered.

Besides your Committee would be cautious how they deside upon the right of any Person who denies all Authority to determin in such case, but the Authority of a Court Law.

Upon the whole the Committee having considered the long uninterrupted possession of the Abutters and their Predecissors, and having looked into a large number of Deeds and Town Records are of Opinion, that the Town has little more than a right in common to that part of the Dock meant to be filled up, and that it is most convenient in the choice of difficulties to make some composition with the Abutters and to make them some Offer for a release of their right be that more or less".

Thereafter, it appears that the Committee were unable to reach agreement with the abutters for the amounts of compensation for their claims, and at the town meeting of September 3, 1783, voted to empower the Selectmen to agree with the abutters on arbitrators to arbitrate the claims "with full power to determine the Right, Title, Privilege and Claim of the said Abutters to the Town Dock as filled up and to determine and agree upon such sum or sums of money as they shall think an Adequate Compensation to such Abutters for the filling up said Dock if they have any Title or Privilege thereto".

At the Selectmens' meeting of June 2, 1784, there appears in the minutes that "Mr. Davis & others have agreed with the Selectmen (three named persons) shall settle claim for their right in the Town Dock which has been filled up agreeable to a vote of the Town".

From the foregoing, it would appear that even if the title of the town to the area of the dock that was filled was in any doubt, it was finally settled after the filling up of the dock by arbitration with all adverse claimants to rights in the dock, thereby confirming in the town a complete and unchallenged title to the filled dock area.

IX.

Area Adjoining Dock Square In Project Area Between
Northerly Side of Faneuil Hall and Northerly Side
of North Street

We have covered the early history of the dock area in proximity to North Street, and although it does not come within the confines of Dock Square, we believe that this report should contain the results of our investigation covering the early history of that area, also.

Our investigation shows, as we have hereinbefore reported, that the area occupied by the town dock was the property of the Town of Boston, or had become so without further adverse claims due to settlements made by the town, after the filling of the dock, with all claimants.

For a better understanding of the area involved, we must make comparisons of the town dock and the adjoining streets and upland, as they appear in such Plans as we have been able to discover. The first Plan was the Bonner Plan of 1722 (Exhibit #4) which shows the head of the dock into Dock Square and a triangular formation of houses on the northwest side of the dock near Union Street and Dock Square; three parcels divided by passageways between Ann Street and the town dock; some buildings just southerly of the town dock; some buildings to the east of the Corn Market; and a bridge over the dock just southerly of which is a wharf marked Wodmansey's Wharf.

The next plan in point of time is the James Blake Plan of 1738 (Exhibit #3) which shows Dock Square to the left of a formation of shops which are just south of the dock; south of the shops there is a market place; to the west of the market place appear to be some houses or warehouses; the Swing Bridge with a long Slip from the mouth of the dock, with the so-called Swing

Bridge between the Slip and the dock; and Woodmansey's Wharf on the southerly side of the Slip. The three parcels southerly of Ann Street border upon the wharf. They are separated by three lanes, other than the lane at the head of the wharf. The town dock has a peculiar formation, in that it has a very wide portion at the head facing towards Union Street, while the balance of the dock is bordered by the wharf on the north and the shops on the south. The 1738 Plan is useful for the purpose of giving us the names of occupants and approximate contours of Dock Square, the dock and the bordering area, but is not reliable for the purpose of measuring accurate distances.

The next plan is that of Hale made in 1804, or thereabouts, a copy of which is annexed hereto marked Exhibit "8", which appears to be quite accurate in giving distances and in placing the various monuments to which we have reference to in this report.

The Market House appearing in the Hale Plan is that of the present Faneuil Hall, and a 34 foot section to the west which probably was a canopy over stalls on the westerly side thereof. The vegetable market on the plan has disappeared from subsequent plans, while the three parcels of upland just southerly of Ann Street appear in subsequent plans and their contours and measurements, as shown on the Hale Plan, are extremely helpful in corroborating our findings as to the title to this area. It is also to be noted that the large formation just southerly of Union Street, southwesterly of Elm Street and westerly of the Market House on the Hale Plan, corresponds closely to the more recent plans for that area in Dock Square, and that the whole area of the town dock had been all filled easterly of Merchants Row, while the town dock was then located northerly of Codman's Wharf and just easterly of Merchants Row.

The next plan in point of time which we wish to call atention to is part of a map made by Walling dated 1852, which is hereto attached as Exhibit "9". This plan shows the buildings just to the west of Faneuil Hall and just southerly of Union Street, and the three parcels of land bordering on North Market Street, and southerly of Ann Street. By this time, the dock had been filled in and another market house had been erected called "Faneuil Hall Market" just easterly of Faneuil Hall.

In the progression of events affecting Dock Square, we have a plan of the widening of Dock Square, Faneuil Hall Square and Union Street dated July 29, 1925, by William J. Sullivan, Chief Engineer, of the Street Laying-Out Department of the City of Boston, a copy of which is hereto annexed marked Exhibit "10". Faneuil Hall is shown, of course, in the same position it has occupied since it was erected in 1763, and the formation of buildings in Dock Square just southerly of Union Street and westerly of Faneuil Hall, appears to be part of the taking for the widening of Dock Square together with a number of other parcels which affect Dock Square and Faneuil Hall Square. The portion just northerly of Faneuil Hall and southerly of North Street now included within the project area was part of the taking in 1925, and subsequently as a result of a taking for the widening of North Street in conjunction with the building of the Sumner Tunnel.

As we have shown previously, the Town of Boston was undeniably the owner of the area encompassed within the original town dock. After the first filling of the dock was made, the filled area between Faneuil Hall and the upland on Ann Street became Market Square, and definitely was the property of the town. About 1824, the City of Boston laid out North Market

Street which occupied that portion of the town dock just southerly of the upland property on Ann Street. Thereafter, the town commencing in 1824, sold the land between the northerly side of North Market Street and the Capsill of the wharf which had been located on the northerly side of the dock to private individuals. A deed of the City of Boston to Samuel Hammond, dated and recorded September 29, 1824 in Book 293, Page 178, of the Suffolk County Registry of Deeds conveyed the following:

"Southerly by a new street about to be laid out to run Easterly and Westerly by the north side of a new market house to be erected as laid down in the plan drawn by Alexander Parris, there measuring 50 feet; Easterly by a passageway of not less than 13 feet in width which is to run between these premises and the westerly line of lot #3 on said plan, there measuring 30 feet; Northerly by other land of the said Hammond, there measuring 53 feet; and Westerly by other land of said city, there measuring 30 feet".

In 1825, the City of Boston also sold to Samuel Hammond other land consisting of about four parcels, one of which bordered on Ann Street, two smaller parcels which bordered on North Market Street, and a fourth parcel which consisted of the area formerly called Conduit Alley, an Alley which ran from Ann Street to the dock. These four parcels are depicted on a plan dated May 1825, drawn by S. P. Fuller, Surveyor, and which is recorded in Book 301, Page 97 of the Suffolk Registry of Deeds, a copy of which is hereto annexed marked Exhibit "11". It is to be noted that Roe Buck Alley appears on that plan leading from North Market Street to Ann Street, and thereon shown as running just easterly of the Samuel Hammond land.

On April 3, 1826, the City of Boston conveyed to Nathaniel Faxon a parcel of land described as follows:

"Beginning at a point on North Market Street, 108 feet distant from the southwest corner of John Bellows' warehouse and running westerly by North Market Street, 26' 2" to a line drawn in continuation of the east side of a passageway from Market Square, so-called, to Ann Street between the estates of said Nathaniel Faxon and Amasa Stetson; then turning and running north or northerly to the edge or Capsill of the wharf or abutment anciently built out into the Town Dock, in front of said Faxon's estate, wheresoever the same may be; then turning and running easterly by the edge of said wharf or abutment about 24 feet, more or less, to land sold by the city to Samuel Hammond by deed dated the 9th of June A.D. 1825, and then turning and running southerly by said Hammond's land to the point of beginning on North Market Street".

This deed also contains what purports to be a second parcel, but is actually the first parcel, except that the description commences at Faxon's warehouse rather than a distance from John Bellow's warehouse on North Market Street. This deed also conveys the following:

"Together with the use of a strip of land adjoining the aforesaid premises westerly as and for a passageway in common with the inhabitants of the said city of the same width as the passageway between said Faxon and Stetson's estates, to wit: 8 feet and three inches, reserving to the city the right of closing up said passageway whenever the proprietors of the passageway between said Faxon and Stetson's estates shall close up the same....."

A copy of this deed is hereto annexed marked Exhibit "12".

The parcel of land and the passageway rights conveyed to Faxon appear on a plan which is recorded in Book 308, Page 225, and is annexed hereto marked Exhibit "13".

The street marked "Street 35 feet wide" just to the west of Bellow's warehouse is the Roe Buck passageway which became part of Merchants Row.

The passageway to which rights were granted to Faxon is shown as Bendall's Lane on the 1925 Plan of Dock Square (Exhibit #10).

When we examine the Bonner Plan, the Blake Plan and the Walling Plan, we identify the three streets or passageways on the Plans leading from Ann Street to the Dock, from west to east, as Roe Buck Lane, which was Swing Bridge Lane on the Blake Plan and became part of Merchant's Row; as Conduit Alley which was absorbed in the deed to Samuel Hammond in 1825; and the 8 foot passageway, which was part of the deed to Faxon from the City of Boston lying between the estates of Faxon and of Amasa Stetson (later called Bendall's Lane).

It is our opinion that these deeds to Hammond and Faxon from the City of Boston confirm our conclusion that the City of Boston was the owner of the land filled in on the dock, which was just southerly of the Capsill of the wharf and of Ann Street.

Although the wharf and dock were in the area just southerly of North Street and northerly of Faneuil Hall, as appearing on the Plan of Dock Square July 29, 1925 (Exhibit #10), the prior owners challenged the title of the city to that particular area. The parcel marked Annie T. Tarbell et al, just westerly of Bendall's Lane on the 1925 Plan had its origin, in part, in a deed from Seth Thayer to Amasa Stetson dated August 1, 1798 and recorded on August 17, 1798 in Book 190, Page 130 in the Suffolk Registry of Deeds. The description of the parcel given in the deed is as follows:

"Northerly on Ann Street, there measuring 20' 6"; Easterly on a passageway, there measuring 41 feet; Southerly on Market Square, there measuring 21 feet; and Westerly on land late of one Stoddard, there measuring 41 feet, be the same more or less or however otherwise butted or bounded".

The bounds of this parcel, in part, would be represented on Hale's Plan of Dock Square and Market Square with its southerly bound bordering on the area of the dock which was filled in just southerly of the described parcel, and which became and was then called Market Square. The filled in portion of Market Square, as we have already seen in the deed to Faxon, was the area southerly of the Capsill of the wharf fronting on the dock which existed prior to the filling.

Thereafter, one Amasa Stetson undertook to prove a claim to the filled in area of the dock just southerly of his warehouse (which by the deed to him in 1798, was only for a distance of 41 feet southerly of Ann Street and bounded by Market Square) and to bolster his claim took depositions to perpetuate testimony to prove his title to the dock. Typical of the depositions was that of William Pierce, age between 89 and 90 years, given in 1832 and recorded in Book 387, Page 61 of Suffolk County Registry of Deeds, a copy of which is hereto annexed marked Exhibit "14".

William Pierce, in his deposition, estimated the distance from the southerly door of the building of the Pitts estate (the parcel which is directly westerly of the Tarbell parcel and is marked Fannie P. Friedrich et al on the 1825 Plan of Dock Square) was 18 feet to the Capsill of the wharf and Pitts "claimed to own the wharf southerly of their buildings to the dock and also half way across the dock and their tenants used to take wharfage for the use of the wharf and dockage of the boats that lay on the north of the center of the dock opposite the Pitts Estate, the dock was about 40 feet wide and the tenants of Pitts used to take dockage for about 20 feet or one-half of it.....".

The deposition also stated "every owner on Ann Street of the estates

I have described, claimed to own and did occupy the piece of the wharf to the dock, and one-half of the dock opposite to their respective estates, as did also the adjacent owners on Ann Street"; that the wharf was repaired and were made by agreement of all the owners and each paid in proportion to the extent of his wharf; that the town dock was filled up in 1761; that the Market House that was burned in 1761 and the town dock were filled up and finished in about 1763; that afterwards by vote of the town, the town dock was filled up to the Roe Buck passageway (which later became part of Merchants Row); that the first part of the dock so filled up constitutes a part of what was called Market Square, which after the first filling of the town dock, was surrounded by a rail fence and from that fence to the southerly side of Pitts door was about 18 feet; that the southerly side of the town dock belonged to the town, where there were a number of stores which stood on piles over the southerly one-half of the dock extending northerly to the center of the dock, while the southerly side of the stores rested on the Capsill of the wharf on the southerly side of the dock, and that the stores were burned with Faneuil Hall in 1761.

As we have shown by the town records and recorded instruments in the Registry of Deeds, the town dock at least southerly of the Capsill of the wharf, as appearing on the Blake Plan of 1738 (Exhibit #3) was the property of the town, and the deposition with respect to the claim of ownership of the dock by the abutters on Ann Street is purely hearsay and an attempt to secure title through an ingenious and circuitous method.

As we have shown previously with respect to the parcels contiguous to the Stetson parcel, the owners thereof, Samuel Hammond and Nathaniel

Faxon, acknowledged the ownership in the city by purchasing the city's interest in the dock area after it was filled in between the Capsill of the wharf and what was then called North Market Street.

Thereafter, in 1839, Amasa Stetson apparently wanted to build over the former dock area just southerly of his warehouse on the westerly side of Bendall's Lane, and being a little unsure of his title, entered into arbitration proceedings with the city for the purpose of determining the title to the disputed area. After an arrangement was made between them, it was agreed that the city should execute and deliver a deed of release with warranty covenants "in order that the said Stetson, his heirs and assigns may be fully protected in building upon and in the enjoyment of the said last named land without fear of hindrance or molestation". The parcel was described as "lying in front of said warehouse and between that and the said northerly line of North Market Street".

There was then described the passageway of 8 feet 3 inches wide between North Market Street and the westerly corner of the warehouse of Nathaniel Faxon. This would represent approximately the southerly half of what later came to be called Bendall's Lane on the 1825 Plan. This deed was dated January 22, 1839 and recorded January 28, 1839 in Book 440, Page 49.

Also conveyed to Amasa Stetson et als by the City of Boston, as a result of arrangements between the parties for adjustment of claims between them, was the parcel described as follows:

"By a line drawn southwardly from the middle and in continuation of the partition wall dividing said warehouse from the warehouse of said Stetson lying eastwardly to the said street; thence by said street till it arrives at a point opposite to the

middle of the partition wall dividing the warehouse of the grantees from that now or late of said Pitts; thence to the middle of the last named partition wall; and thence by the front of said warehouse to the place of beginning".

This conveyance was dated September 14, 1838 and recorded January 28, 1839 in Book 440, Page 50, a copy of which is hereto attached marked Exhibit "15".

In view of the fact that on the 1925 Plan of Dock Square the area just westerly of the passageway called Bendall's Lane is about 75 feet, while the distance on the passageway is a little over 40 feet, the difference between the 40 feet and 75 feet is made up of the dock area, which we have just reported on in the name of Amasa Stetson.

Similarly, the owners of the parcel next westerly of the Tarbell parcel (which at one time was owned by Pitts) acquired title to the dock area between Market Square and the new line of North Market Street by a deed from the city dated October 18, 1839 and recorded on October 21, 1839 in Book 449, Page 252. This parcel is described as follows:

"All the land lying between the Southeasterly side of a brick warehouse belonging to the releasees and the present line of North Market Street bounded Northwesterly on said store there measuring 24 feet 6 inches; Southwesterly on land claimed by Daniel Greenleaf about 12 feet; Southeasterly on the present line of North Market Street about 25 feet 2 inches; Northeasterly on land of Amasa Stetson about 18 feet 6 inches".

History Of Title To That Portion Of Dock Square Formerly
Consisting Of Island Just Southerly Of Union Street On
1925 Plan (Exhibit #10)

In prior sections of this report we reported that title to the dock area was in the Town of Boston and to confirm the same, we will now report on that portion of the dock which appears just westerly and southerly of the head of the dock as it appears on the Blake Plan of 1837 as related to the Island, so-called, in the 1925 Plan of Dock Square.

It would appear from an examination of the town records that the southerly and westerly portions of the Island were part of the original dock area, while the northwesterly portion thereof was upland owned by abutters upon the dock. This was confirmed when we traced the ownership to these parcels situated in the Island and discovered various deeds of the town conveying out the parcels, formerly part of the dock owned by it.

The sale of these parcels came about in a most interesting manner. Sometime after the joining of the 13 colonies into a nation and the Massachusetts Colony becoming a state, the Town of Boston voted at a town meeting to appropriate some of the town's land for the purpose of the erection of a State House. Thereafter, it was reported that the most appropriate land was that of Governor Hancock's pasture land opposite the Common, then owned by Hancock's heirs. Thereupon, at the town meeting of May 13, 1795, the town voted to buy Governor Hancock's pasture land opposite the Common for 4000 pounds for a new State House, and upon acquiring title thereto, the town should give a deed in fee of the premises to the Commonwealth, and to defray its cost the Selectmen were empowered to borrow money from the Massachusetts and Union Banks for 1000 pounds, and to give promissory

notes of 3, 6 and 9 months maturity for the remainder of the purchase price.

Thereafter, at a town meeting of May 25, 1795 a committee recommended the "sale of estate at Dock Square occupied by William Dawes, Robert Crocker and Eliakim Morse.....be sold at auction for purpose of taking up the notes given by the committee for the purchase money to the late Governor Hancock's heirs". The minutes also stated that the Selectmen should sell the property at auction, use the proceeds to pay the notes, and turn over any residue to the town treasury.

As a result thereof, we find the following deeds given by the Inhabitants of the Town of Boston:

In 1795, the town sold at auction the brick building at Dock Square now in occupation of William Dawes to Isaac Story described as follows:

"Westerly on Dock Square, 22 feet, more or less; Northerly on land of the Inhabitants of Boston, 40 feet, more or less; Easterly on land of the Inhabitants of Boston, 22 feet, more or less; and Southerly on the street, 40 feet, more or less".

This deed is recorded in Book 181, Page 16.

A deed from the Inhabitants of the Town of Boston to Joseph Scott, Jr., conveying the building now in occupation of Eliakim Morse, described as follows:

"Southerly partly on a store lately in occupation of Robert Crocker now sold to John Brazier, and partly on land of the town, 26 feet seven inches; Westerly on Dock Square, 28 feet 6 inches; Northerly on land of Store late of the heirs of Benjamin Dolbeare, deceased, and Easterly on land of the town, 19 feet 2 inches".

This deed is recorded in Book 181, Page 71.

A deed from the Inhabitants of Boston to John Brazier of the land and building in Dock Square, late in occupation of Robert Crocker and described as follows:

"Southerly on land and building late in occupation of William Dawes now sold to Isaac Story, 16 feet 6 inches; Westerly on Dock Square, 16 feet 6 inches; Northerly on land and building occupied by Eliakim Morse now sold to Joseph Scott, Jr., 18 feet 10 inches; Easterly on land of said inhabitants, 17 feet 8 inches, more or less".

This deed is recorded in Book 181, Page 141.

Later, by deed dated November 9, 1812, the Inhabitants of the Town of Boston conveyed to John Odin "that small lot of land in the rear of his warehouse through which the common sewer passes, bounded and measuring as follows:

"25 feet 2 inches upon land and building of said John Odin; 18 feet by land and building of John Brazier; 24 feet 6 inches by land and building of Isaac Story; and 19 feet 4 inches by land of said Town of Boston".

At a meeting of the Mayor and Board of Aldermen of the City of Boston on June 28, 1852, it was voted to sell by auction the property at 5 Dock Square formerly the Engine House, now in disrepair and leased to George C. Varney. Thereafter, by a deed of the City of Boston, dated December 18, 1852, recorded February 1, 1853 in Book 642, Page 121, the City of Boston sold to Henry Whitwell, Trustee, two parcels of land, one of which was in the southeasterly corner of the Island bounded on Dock and Market Squares containing 391 square feet, and the other parcel just northerly of the first parcel which was bounded on Market Square and contained 436 square feet. A copy of the plan covering the southern half of

the Island is recorded with the last named instrument in Book 642, Page 123, and is a Plan of Alexander Wadsworth, Surveyor, dated January 19, 1853, a copy of which is hereto attached marked Exhibit "15A". In connection with the deeds of the last named two parcels, the city by a vote of the Board of Aldermen of December 27, 1852, discontinued as a public street 14.25 square feet, bounded on Dock and Market Squares and consisted of a small triangle at the southeasterly portion of the Island.

The northwesterly part of the Island is shown to be upland, having one of its bounds on the dock which was conveyed out as private property, not that of the town, as early as December 5, 1717, as appears by a division of the property made between John Dolbeare and Jonathan Jackson and recorded July 30, 1766 in Book 301, Page 46½, a copy of which is hereto attached marked Exhibit "16".

The Island, so-called, on the 1925 Plan was taken by eminent domain for the purposes of widening Dock Square, which we shall discuss in the next section of this report.

XI.

Takings in 1925 For Widening of Dock Square

On November 24, 1925, as a result of an order of the Board of Street Commissioners of the City of Boston for the purpose for a public improvement (consisting of the widening and construction of Dock Square, Faneuil Hall Square and adjacent streets) a taking by eminent domain was recorded in the Suffolk Registry of Deeds on December 22, 1925 in Book 4751, Page 361, a copy of which is hereto annexed marked Exhibit "17". The taking was shown on a plan marked "City of Boston, Dock Square, Faneuil Hall

Square, Union Street, Boston Proper, July 29, 1925, Wm. J. Sullivan, Chief Engineer, Street Laying-Out Department", deposited in the office of the Street Laying-Out Department for the City of Boston (Exhibit #10).

The taking contains the following language: "For the making of the aforesaid improvement an easement for street purposes is taken on the following described land....."

All of the parcels contained in the so-called Island reported on in the last preceding section hereof were included within the taking.

Thereafter, the following two parcels in the Island, which originated as upland, were conveyed to the City of Boston in fee simple, namely, a deed from Bentley Warren, Trustee, dated April 5, 1926, recorded in Book 4777, Page 182, containing 1039 square feet, and a deed from Moses Shapiro to the City of Boston, dated December 29, 1925, recorded in Book 4753, Page 107, and containing 1097 square feet.

However, the other parcels in the Island which formerly were part of the dock, of 478, 923 and 1560 square feet, were granted without covenants by August Hemenway et als, Trustees, to the City of Boston on February 5, 1926, and recorded in Book 4762, Page 246, and the deed stated that "premises are to be used for purposes of a public street". This deed, therefore, was a conveyance only of an easement.

The 682 square foot parcel on the southerly side of Faneuil Hall Square and the easterly side of Change Avenue, was conveyed in fee to the City of Boston by the President and Fellows of Harvard College, by deed dated February 16, 1926, recorded February 18, 1926 in Book 4764, Page 590.

The two parcels of 688 square feet and 687 square feet on the southerly side of Faneuil Hall Square and to the west of Change Avenue, were conveyed to the City of Boston in fee by the Massachusetts Hospital Life Insurance Company, by deed dated January 25, 1926, recorded January 26, 1926 in Book 4759, Page 536.

The parcel of 3809 square feet on the southerly side of Dock Square, just south of the Island, was conveyed to the City of Boston in fee by the Federal Development Company, by deed dated and recorded December 23, 1925 in Book 4751, Page 591.

The parcel of 793 square feet on the southerly side of Dock Square was conveyed to the City of Boston in fee by William J. Stober, by deed dated and recorded January 4, 1926 in Book 4754, Page 29, a copy of which deed is hereto annexed marked Exhibit "18".

A parcel of 16 square feet in the northerly part of Dock Square opposite the Island (which lies to its east) was conveyed to the City of Boston by Horace D. Chapin et als, Executors under the Will of Lawrence Carteret Fenno, by deed dated February 12, 1930, and recorded February 13, 1930 in Book 5164, Page 613. The deed in its habendum states as follows: "To the City of Boston, its successors and assigns forever". In addition thereto, there appears a clause in the deed that the granted premises were taken under resolve and order of the Board of Street Commissioners of the City of Boston to widen Faneuil Hall Square, Dock Square and Union Street, passed December 22, 1925 "and are to be used for the purposes of a public street of said City of Boston....." In our opinion, this deed would convey the fee to the parcel to the City

of Boston, irrespective of the fact that a subsequent clause of the deed states the purpose for which the land is to be used, as the habendum would be controlling, particularly in view of the fact that by virtue of the provisions of General Laws, Chapter 183, Section 13, a deed of real estate is to be construed to convey an estate in fee simple "unless a different intention clearly appears in the deed". Furthermore, there is no clearly expressed intention of the grantor that the deed should operate other than as stated in the habendum, namely, that the city was to have the parcel of land forever.

The following parcels in the 1925 taking were not conveyed by deed to the City of Boston, namely, parcel of 741 square feet on the southerly side of Dock Square and on the east side of Exchange Street taken in the name of Anna M. Barry; parcels of 1386 square feet, 555 square feet, and 215 square feet on the northerly side of Dock Square adjoining Adams Square taken in the name of Herbert M. Sears et als, Trustees; parcel of 1448 square feet on easterly side of Union Street taken in the name of Boston Real Estate Trust; and parcel of 968 square feet southerly of North Street and easterly of Elm Street taken in the name of the heirs of James D. Casey. The 1925 Taking expressly states: "an easement for street purposes is taken in the following described land".

With respect to the 741 square foot parcel taken in the name of Anna M. Barry, we find that subsequently, on or about June 28, 1929, by an order of the Board of Street Commissioners of the City of Boston to widen Exchange Street, the greater part of the balance of the parcel of Anna M. Barry which bounded on Dock Square (after the taking to

widen Dock Square in 1925) was taken by the City of Boston, as appears on the Plan attached hereto, showing Base Lines of Exchange Street (Exhibit #19) and the then owners of such parcel conveyed the same in fee to the City of Boston. The description in the deed bounded it "Northerly by Dock Square, as shown on Plan hereafter mentioned, 34.01 feet". In view of the fact, that the Courts in Massachusetts have established the rule that a deed bounding on or by a way would convey the ownership in the land of the grantor which bounded on the way unless a contrary intention was clearly expressed in the deed (Erickson v. Ames, 264 Mass. 436) it is our opinion that this deed which is dated August 8, 1930 and recorded on August 11, 1930 in Book 5201, Page 621 in the Suffolk Registry of Deeds (hereto attached marked Exhibit #20) operated to pass the fee to that portion of the 1925 Taking, which represented 34.01 feet on Dock Square, leaving 4.83 feet easterly thereon on Dock Square, as shown on Plan (Exhibit #19), the fee to which would not pass to the City under the latter deed.

With respect to the parcels of 1386 square feet, 555 square feet and 215 square feet on the northwesterly side of Dock Square, which abut on Adams Square and were taken in the name of Herbert M. Sears Et Al, Trustees, we find that the David Sears Real Estate Trust, the owners of the adjoining parcels remaining after the 1925 widening, conveyed such remaining parcels to an Eleanor Castaldini by a deed dated and recorded January 31, 1955 in Book 7030, Page 23, a copy of which is hereto attached marked Exhibit "20A", and in the description of the parcels conveyed, bounded them as "Southerly by Dock Square, 69.32 feet". As we have just stated, such a description has been construed by our Courts to convey

the fee to any portion of the street owned by the grantor to the centre line of the street, in the absence of an intention to retain title thereof expressly stated in the deed and would operate to convey the fee in the three parcels which were the subject of the Taking in 1925, for the widening of Dock Square, to Eleanor Castaldini. Consequently, the title to the fee of the parcel in the 1925 Taking would remain in Eleanor Castaldini or others to whom she may have conveyed the property, as her successors or assigns.

With respect to the 968 square foot parcel on the southerly side of North Street and opposite to Elm Street taken in the name of the heirs of James D. Casey, there is no deed on record of the fee to the City of Boston. The remaining portion of the parcel originally owned by the James D. Casey heirs which consisted of 68 square feet was thereafter sold by the Trustees under the Will of James D. Casey to William J. Spinney, by deed dated December 1, 1927 and recorded on February 9, 1929 in Book 5078, Page 571, copy of which is attached hereto marked Exhibit "20B". Although the description of the 68 square foot parcel sold is given as "Southwesterly on said Square (Faneuil Hall Square) 51.48 feet, more or less; being a portion of the land described in a deed from (grantors) to James D. Casey, dated December 5, 1901, recorded with Suffolk Deeds Book 2794, Page 264, the City of Boston having taken by eminent domain the remaining portion of the land described in said deed; meaning and intending hereby to convey only that portion of the premises, described in said deed from (grantors) to James D. Casey, remaining after a taking by said City of Boston, through its Board of Street Commissioners, on or about December 22, 1925, for the purposes of a public street".

Although the conveyance to Spinney describes the 68 square foot parcel on Faneuil Hall Square, this would not operate to convey the fee in the land of the 968 square foot parcel taken in 1925, inasmuch as there is a clear expression of intent on the part of the grantors to restrict the conveyance, specifically to the portion remaining after the 1925 Taking, namely, the 68 square foot parcel. Therefore, the fee to the 968 square foot parcel would be in the Trustees under the Will of James D. Casey, or their successors or assigns.

Consequently, with respect to those parcels taken in 1925 to widen Dock Square and Faneuil Hall Square, the city acquired only an easement, except in the case of the Anna M. Barry parcel. In the event these particular areas should be abandoned for street purposes, the title in complete fee would revert to their former owners.

We have not discussed the other parcels taken in 1925 southerly of Faneuil Hall Square as they are not presently part of the project area.

In 1939, there was an additional taking of land to widen Dock Square consisting of 325 square feet on the southerly side thereof between the easterly side of Devonshire Street and the westerly side of Congress Street. This Taking was dated February 8, 1939, and recorded on February 17, 1939 in Book 5772, Page 165. The plan showing the Taking is dated December 31, 1938, drawn by William J. Sullivan, Chief Engineer, Street Laying-Out Department, a copy of which is hereto attached marked Exhibit #20. It is also to be noticed in this connection, that the Board of Street Commissioners of the City of Boston on February 8, 1939, also discontinued two square feet of the highway known as Congress Street at the corner of Dock Square, which was also recorded together with the 1939 Taking referred to above.

Thereafter, the Merchants National Bank of Boston conveyed to the City of Boston in fee the 325 square feet parcel by a deed dated May 4, 1939, and recorded on June 8, 1939 in Book 5794, Page 301.

On August 4, 1930, the Transit Department of the City of Boston acting under authority of Chapter 297 of the Special Acts of the Legislature of Massachusetts for the year 1929, filed a Taking for a portion of a traffic tunnel on North Street and Dock Square. The area of the Taking, in part, involved the parcels of land easterly and westerly of Bendall's Lane and southerly of North Street. These parcels are contained on a Plan of Block 93, a copy of which is hereto attached marked Exhibit "22". Also attached hereto is a copy of the material portions of the Taking which was recorded on August 4, 1930 in Book 5200, Page 501, Exhibit "23". This Taking specifically stated that "the above described real estate is taken by it in fee for the City of Boston".

By deed dated and recorded September 11, 1930, William J. Spinney conveyed to the City of Boston in fee the parcel numbered I of 68 square feet in Block 93 of the Plan attached (Exhibit #22).

There was also conveyed to the City of Boston in fee by two separate deeds of one-half undivided interest in each, of the parcel marked II of 1270 square feet, dated December 16 and 17, 1930, respectively, and both of which were recorded on January 12, 1931 in Book 5237, Pages 412 and 413. One of said deeds was from Fannie P. Friedrich, and the other from William E. and Maud D. Patterson.

The parcel of 3848 square feet marked III in the 1930 Taking, which is bounded northerly by North Street, easterly by Bendall's Lane and

southerly by North Market Street taken in the name of Annie T. Tarbell et als, consists of two separate registered parcels owned by Annie T. Tarbell et als, heirs of Amasa Stetson. There is no recorded deed to the City of Boston for either one of these two registered parcels. However, we are attaching hereto the Certificates of Title for these two registered parcels, representing Certificate No. 21753 and Certificate No. 21754, dated February 27, 1930, marked Exhibit #24, and #25.

The 1758 square foot parcel marked IV was taken in the name of the City of Boston and lies just easterly of Bendall's Lane. The actual owner of the property at the time of the Taking was Mary P. Cummings, and a tax lien against the property resulting from a deed originating in a tax sale to the City of Boston, dated September 22, 1930 was recorded September 25, 1930 in Book 5211, Page 37. Thereafter, a disclaimer was filed on behalf of the City of Boston, dated October 19, 1933 and recorded in Book 5410, Page 16. We find no deed of this property on record from the record owner, Mary P. Cummings, to the City of Boston for the 1758 square foot parcel.

Bendall's Lane, as appearing in the Plan of Block 93 of the 1930 Taking, was not specifically taken, although there is language in the recorded Taking as follows: "together with all right, title and interest in and to the fee and soil and all rights heretofore possessed by the owners of the premises herewith taken in all passageways connecting therewith". If the parcels specifically described in the Taking did contain passageways, they would by the force of the Taking have been acquired by the City of Boston. However, it is our opinion that

Bendall's Lane does not come under the usual meaning of a passageway. We base our opinion to this effect on the fact that by the decision of the City Solicitor on September 23, 1879, Bendall's Lane was a "public footway", and that it was public. This, of course, would take it out of the category of the ordinary private passageway, although its width of approximately 8 feet could not be conveniently used by teams and automobiles. So long as Bendall's Lane continued to be part of Dock Square, or a public street, the public continued to have an easement to use the same. However, in the event the area comprising Bendall's Lane should be abandoned as a public street, then the rights of the owners of the fee would spring into being again, and the right to the complete enjoyment of Bendall's Lane would revert to the owners of the fee. As this area was treated in the next preceding section, in which it appeared that the City of Boston had conveyed to Amasa Stetson the southerly half of the passageway, his heirs, Annie T. Tarbell et als, would be the owners of the greater part of the passageway, while Mary P. Cummings, her heirs or assigns, would be the owners of one-half of the northeasterly section of Bendall's Lane.

With respect to the parcels taken in the 1930 Taking, namely, I, II, III and IV, since they were taken in fee, the City of Boston would have good title to the same, irrespective of whether or not they received deeds from the owners thereof.

XII.

Recapitulation Of Interests Acquired By The City
In Dock Square And The Section Northerly Of
Faneuil Hall In the Project Area

That portion of Dock Square which had its origin in streets anciently laid out by the town about the time it was making allotments to the inhabitants shortly after the formation of the town, consisting of Union Street, Ann Street, Dock Square and streets on the southerly part of the dock, including the portion that was the Market Place, was town property, never having been allotted out to any one. Therefore, these sections of Dock Square are now owned in fee by the City of Boston. (See Section VI).

The area which was part of the old Market Place filled in from the dock was town property. (See Sections VII and VIII).

The area just north of Faneuil Hall in the project area southerly of North Street had been occupied partly by wharf and by the town dock. The dock belonged to the town, and after filling, was sold to predecessors in title to the persons from whom the property was later taken in fee by the City of Boston in 1930 for widening of North Street in conjunction with the East Boston traffic tunnel. (See Section IX).

The head of the dock and the Market Place upon which Faneuil Hall stands were part of the dock and title thereto was in fee in the City of Boston. (See Sections VII and VIII).

The Island, so-called, formerly in Dock Square, consisted in part of shops on the southerly part of the dock owned by the town, and of two parcels which were privately owned bounding on the dock. (See Sections V and X).

All of the Island was taken as an easement in 1925. However, the owners of the 1039 and 1097 square feet parcels gave deeds to the City of Boston, in fee, so that the City of Boston's title to those parcels is that of a fee and that of an easement for the other parcels in the Island.

In the remaining sections of Dock Square consisting of those parcels which were formerly upland and not part of the dock, being the northwesterly portion of Dock Square (1386, 555 and 215 square foot parcels), the easterly portion adjoining North Street (968 square foot parcel), the parcel of 1448 square feet easterly of Union Street, the southerly section of Dock Square (4.83 foot section of 741 square feet parcel) which were taken by the city in 1925 from Herbert M. Sears et al., Trustees, Boston Real Estate Trust, James D. Casey heirs, and Anna M. Barry, the city acquired by the Taking only an easement, inasmuch as none of the owners of these parcels gave a deed in fee to the city therefor. (See Section XI).

Tucker v. Tower, 9 Pick. 108; Allen v. Boston, Mass. 159, 324, 335; Curtis v. Boston, 247 Mass. 417, 425.

In the event the area comprising any of these parcels for which the city only acquired an easement for street purposes is discontinued, the title to these parcels would revert in fee to the owners thereof, or their heirs, successors and assigns, as the case may be. In effect, the city is the owner in fee of the entire area of Dock Square and the section northerly of Faneuil Hall in the project area, with the exception of those parcels referred to in the 1925 Taking, for which the city did not secure a deed, and to Bendall's Lane which the public has only an easement to use the same.

Evolution of Adams Square

Adams Square did not come into existence as a separate entity distinct from Dock Square until the widening of Washington Street in 1869 and 1872. Prior thereto, Washington Street which was called Cornhill in colonial times changed its direction from south to north to run south-easterly into Dock Square at or about what was Cornhill Street prior to the demolition thereof. As can be observed by an examination of the Bonner Plan of 1722 and the Blake Plan of 1738, Cornhill or that portion which ran into Dock Square was from colonial times a public street "town ground" and property of the Town of Boston.

The first applicable widening thereof was of a small triangular section adjoining Cornhill and Washington Streets in 1856. The widening is shown on a Plan by James Slade, City Engineer, dated February 25, 1856, attached hereto marked Exhibit "26". The city received a deed in fee of a portion of the area involved in the Taking from A. O. Bigelow, Trustee of the Estate of S. P. Tuckerman, dated January 8, 1857 and recorded January 13, 1857 in Book 711, Page 41, a copy of which is hereto attached marked Exhibit "27". The description in the deed was as follows:

"Northwesterly by the proposed line of widening of Washington Street, 34.82 feet; Easterly by land taken from Edward Tuckerman by the said City of Boston, 8.36 feet; and Southerly by the present line of Washington Street, 33.8 feet".

This triangular parcel contained 141.28 square feet. Since the 141.28 square feet would only represent the westerly portion of the widening, a search for a deed to cover the easterly portion, presumably owned

by Edward Tuckerman, disclosed no deed of the same on record in the Registry of Deeds. Consequently, since the Taking was for the purposes of a public street under resolve of the Board of Alderman on April 26, 1856, a copy of which is hereto attached marked Exhibit "28", the city only acquired an easement to that portion, and title to the fee thereof would continue to remain in the heirs of Edward Tuckerman.

On September 9, 1872, the Board of Street Commissioners of the City of Boston made a taking of land for the extension of Washington Street to Haymarket Square, a copy of which is hereto attached marked Exhibit "29", together with a copy of a plan of the parcels affecting Adams Square so taken, dated November 2, 1869, made by Thomas W. Davis, City Surveyor, is also hereto attached marked Exhibit "30". Since the Order of Taking was for the purpose of laying out a public street or way in the city under the general authority of the Board to lay out streets in the city, it represented no more than the taking of an easement, and the title of the city to the parcels taken would only be that of an easement, except insofar as the city may have obtained deeds from the owners in fee to such parcels.

The parcel northerly of Brattle Street and southerly of Elm Street containing 9,457 square feet was taken in the name of the Fifty Associates. The city obtained a deed in fee to this parcel from the Fifty Associates, dated December 23, 1872 and recorded December 26, 1872 in Book 1139, Page 127. A copy of the deed together with a recorded plan of the parcels taken is hereto attached marked Exhibit "31".

For the second parcel taken from the Fifty Associates, as Trustees, which is directly southerly of the first parcel mentioned in the taking and is combined of two areas of 4304 square feet and 9473 square feet, totaling 13,777 square feet, there is no recorded deed in fee to the City of Boston. Since the taking for a public street was only an easement, the Fifty Associates as Trustees would continue to own the fee to this parcel so taken.

For the parcel between Cornhill and Brattle Streets and directly north of Devonshire Street containing 935 square feet taken in the name of Edward Tuckerman, the only recorded instrument is a release and discharge of all claims and demands for damages given by Charles U. Cotting, Trustee, who was appointed by the Probate Court acting for Edward Tuckerman, and is dated August 25, 1873 and recorded August 26, 1873 in Book 1173, Page 275. As previously stated, the taking was only of an easement and in the absence of a deed to the fee, Edward Tuckerman's heirs would continue to be the owners of the fee to the 935 square foot parcel.

The next parcel between Brattle Street and Cornhill Street just northerly of the Edward Tuckerman parcel was taken in the name of S. P. Tuckerman, A. O. Bigelow, Trustee, consisting of the parcels of 428 square feet and 775 square feet, for a total of 1203 square feet. There were two instruments on record concerning this parcel in the Registry of Deeds. The first instrument was a release and discharge of claims for damages given by Abraham O. Bigelow, Trustee, recorded on June 26, 1873 in Book 1165, Page 279. This instrument being a release of damages did not operate as a deed to convey the fee to the City of Boston. Con-

sequently, the city only obtained by the taking an easement in the 1203 square foot parcel, and the fee remains in the former owners.

The second recorded instrument is a deed of the right, title and interest in the parcel dated June 20, 1873, and recorded June 26, 1873 in Book 1165, Page 281, from Samuel P. Tuckerman to the City of Boston with the habendum to the City of Boston, its successors and assigns, to its and their use and behoof forever. If Samuel P. Tuckerman had been the owner of the entire fee to these premises, this instrument would have operated to convey the fee of the parcel taken to the City of Boston. However, an examination of the records at the Suffolk County Registry of Probate shows that this property was originally owned by Edward Tuckerman who died in 1843 and left a will which was probated May 26, 1843 (Case No. 33650) and is recorded in Volume 141, Page 321. By the terms of the will, the property was left to Edward Tuckerman's wife for life, and thereafter, upon the decease of the wife, the property was to go to his son, Samuel P. Tuckerman for life with the power of appointment, and in default thereof, the property was to go to his heirs-at-law. Consequently, the deed from Samuel P. Tuckerman was only of his life interest and does not affect our prior conclusion that there was no conveyance of the fee to the City of Boston, which merely acquired an easement in the property taken with the fee thereof continuing to remain in the heirs of Edward Tuckerman.

For the 1674 square foot parcel taken in the name of F. G. Tuckerman, William Sohier, Agent, located between Brattle and Cornhill Streets, the only instrument on record is a release of all claims and demands for damages given by William Sawyer, Guardian, to the City of Boston, dated

May 21, 1873 and recorded on May 24, 1873 in Book 1160, Page 229. Since this was only a release of damages, it did not operate to convey the fee to the City of Boston, and the former owners continue to have the fee to this area.

For the next parcel, containing parcels representing 63 square feet and 703 square feet for a total of 766 square feet, taken from Edward S. Mason, the only instrument on record is one in which there is a conveyance clause, namely, "give, grant, bargain, sell and convey" the habendum of which, however, is not in fee, but reads to the City of Boston "forever for a public highway", and further states "that the premises are to be used for the purposes of a public street of said City of Boston". Since this instrument in the habendum does not say that the conveyance is in fee, but rather states the limitation that the purpose of the conveyance of the premises is for the use of a public street, we are of the opinion that, at most, this instrument conveys an easement and is in the nature of a release of all claims for damages. This would result in leaving the fee to the area taken in the heirs of Edward S. Mason.

For another parcel taken containing 290 square feet easterly of the 9,473 square foot parcel taken from the Fifty Associates, directly opposite the end of Brattle Street, the City of Boston received an instrument from Frederick R. Sears Et Als, Trustees, under the will of David Sears Et Als. This instrument is dated February 11, 1876 and is recorded March 1, 1876 in Book 1316, Page 256. The habendum of this instrument was to the City of Boston, its successors and assigns "for the purpose of a public street in said City of Boston". This instrument in effect was a release of damages to the parcel taken, inasmuch

as the habendum did not express that the instrument conveyed a fee, but rather contained a limitation to the use of the parcel as a public street. This would result in the city obtaining only an easement, while the Trustees would continue to be the owners of this parcel in fee.

Under Chapter 548, Acts of 1894, the Boston Transit Commission was authorized to build a subway, part of which was under Adams Square in Boston. We have been informed not to concern ourselves in this report with the transit tunnel and, therefore, are not covering any of the title or ownership to this transit tunnel, or the rights obtained therein.

XIV.

Recapitulation With Respect To Adams Square

The area which now composes Adams Square was made up of portions of what was Cornhill which became Washington Street, and of a street which appears to be Hillier's Lane on the Bonner Plan of 1722. Hillier's Lane also appears in the list of streets which was set out by the town in 1708. The remainder of Adams Square was made up of portions of land taken by the City of Boston for a public street.

By the town records the colonial streets were town property and, therefore, continue to be owned by the city in fee, which consist of the portions of old Cornhill and Hillier's Lane (now Brattle Street). (See Section VI).

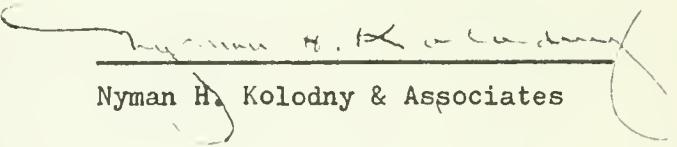
Of the two parcels representing a triangle, which appear on the February 25, 1856 Plan, the 141.28 square foot parcel became owned in fee by the city as the result of a deed of the fee from Samuel P. Tuckerman, while the 471.28 square foot parcel for which the city received no deed, the title would remain in the heirs of Edward Tucker-

man, inasmuch as the Taking only represented an easement.

Of the other parcels stemming from Takings by the City in 1872 included in Adams Square, the 9,457 square foot parcel northerly of Brattle Street is owned in fee by the City.

While all the other parcels thereof represent an easement, as the City of Boston by its Taking only acquired an easement. The fee to all of such other parcels continues to remain in the heirs of the persons who were the owners of the parcels at the time of the Taking.

Respectfully submitted,


Nyman H. Kolodny & Associates

SUFFOLK DEEDS, LIB. L., 113, 114.

neknowledged 1 (1) 1649 before Thomas Dudley deput.
Governo^r.

Matthew Chaffe doth grant vnto Anthonic Stoddard all that his dwelling house together wth all his land Seitnaf in Boston, also all his fferme at Newb[]ry wth all the houses buildings fences timber trees woods &c to have & to hould to hi[] & his heires & Assigne for ever, & this was by way of Mortgage, vpon condit[] that the sd Matthew paying one hundd & thirty pounds, to wit 30th in money merchantable corne bief or pork at priccs current at or before the 24th novemb next ensuing, & 28th at or before the 24th Nov: 1651 in like pay, & 26th at or before the 24th of nov: 1652 in like pay, & 24th in like pay at or before the 24th nov. 1653, & twenty two pounds in like pay the 24th Nov. 1654, the sd grant to be void otherwise to remaine in force, dat. 24th nov. 1649, & acknowledg^d before m^r Hibbins 26th [] 1649.

Matth. Chaffe & a seale.

Whereas John Clarke hath mortgaged his fferme in Newbury to John Ward vpon condition of paym^t of xxxijth vith viijth, the 29 (7) 1650, & the like summe the 29 (7) 1651, & since hath sould the sd fferme to Matthew Chaffe: The sd John Clarke doth assigne unto matthew Chaffe his now dwelling house in Boston wth the ground thereto appertaininge vpon this condition that if the sd John Clark do make paym^t of the aforesaid summes to John Ward according to Covenant, that then this Assignment shalbe void, otherwise the sd Matthew to enter & possesse the sd house & ground to him & his heires fore[] This was by a deed dated 1 (8) 1649, & acknowledged before m^r Bellingham 27 (9) 1649.

John Clarke & a seale

[114.] There is granted to Val: Hill of Boston merch^t & to his Associates theire Execut Administrato^rs & Assigne all the waste ground (comⁿ Highway & ppricities reserved) from the point of the Marsh betweene m^r W^m Tyngs pale & John Lowes house there as it is now staked out, to the vppermost corner of m^r Edw. Tings propriety neere the Key allready staked out & so round by Edward Bendalls to the point fore mentioned, for so many yeares as the charge they shall bestow in purchase of theire neighbours, theire late wharfing, & in building makeing & repaireing such wharfs creekes or coves wthin this fyve yeare next Comeing, shall amount vnto, accounting after nine yeares

time to be allowed for one hund^dt pounds & rateably for all the charge so to be bestowed as aforesd. This terme to begin at the expiration of the sd fyve yeeres; & the sd Valentine Hill & his Associates theire Execut^t Administrato^r & Assigne^s are allowed to take tonnage of all such vessell, & wharfage of all such goods as shall there arrive or make vse thereof, dureing the sd termes: provided that all such whose grounds doe Butt on the Waste grounds aboue granted or high wayes there, shalbe free to import land & export wthin this Jurisdiction (except by way of Merchandise) all theire owne goods, wood, timber, & other things, being originally of this Jurisdiction, wthout any charge dureing the terme before granted, so that the vessels stay not in the Cove nor creekes delivering, nor the goods remaine vpon the wharfe abone fourty eight houres; And it is also agreed that such Warehouses or other houses as they shall erect dureing theire terme, they shalbe allowed for by the Towne, after such rate as they shalbe valued to be then worth, wthout respect of the place; & it is also agreed that such wharfes as they shall make there, they shall leue in good repaire & so as they may be of vse to the Towne at the end of the time. Provided that if they or theire Execut^t or Assigne^s shall resigne & gine vp the same vnto the towne three yeares before the end of theire terme, then they shall not be charged wth repaire, Provided they shall not hereby haue liberty to pull downe or demolish the same or any pt thereof. And it is also agreed that the sd Grantees shall wthin the space of two yeares next ensuing sufficiently wharfe & from time to time keepe in repaire the creeke next vnto George Burdens house, fitting for the ladeing & vnladeing of a lighter of twenty Tonns in ordinary tyd^t, on either side thereof. And it is also agreed that they shall not take Tonnage or wharfadge of any boate or goods but at such times as the wharfes & Coves shalbe vsefull for such vessels as shall there arrive, nor shall hinder the landing of any goods vpon any such pt of the Cove where they shall not bestowe any answerable cost of wharfing. And it is further agreed that it shalbe lawfull for any of this Towne to passe to or from theire skiff^s or smale boates wthout paying any thing, so as they doe not lay or leane the sd boates to p^rjudice the sd Grantees for the passage of any other vessel, or the ladeing or vnladeing of any merchandise or other goods by w^{ch} they are to receive benefit^t; Provided also that if m^r Edward Tyng shall wthin fyve yeeres now next comeing wharfe in that part of the Waste between the inside of the Crosse wall & m^r Hills wharfe end, being in length seventy foure foote or there about being already marked out, he shall then enjoy to him & his Assigne^s, the

SUFFOLK DEEDS, LIB. I., 114, 115.

sole liberty of Tonnage & wharfadge by & vpon the same, wthout contributing to any other charge, & in consideration thereof the sd Grantees are to haue theire nine yeeres made vpp ten for every hundred pounds bestowed as aforesaid: & yf he shall not wharfe the same wthin the said fyve yeeres, then the sd Grantees my doe it as the Rest. This order was dated, 29 (9) 1641.

It is ordered & agreed vpon the pyseall of the Accounts of m^r Hill & Edward Bendall about the Cove or docke, in theire charges wth they layed out in the fyve yeeres allowed them by the towne to expend in as appeares folio 56. wth we fynd to put to Account eight hund^d & eighteene pounds xiiij^l & iiij^d. wth makes theire number of yeares for them to possesse to be foure score from the yeare 1646.

This order was dated 26 (12) 1648.

According to [] of the towne in Generall who gaue power to the select men of the towne to sell the reversion of the Dock or Cove called by the name of Bendalls Dock, together wth the flatts thereto belonging wth vpon the 31 (9) 1649 the selectmen of the Towne haue sould the reversion to James Everill, ever paying to the schoole vse six pound sixteen shillings ten pence p Annū for ever, as may more fully appeare in the deed of sale in the Townes keeping in the hands of the Townes Recorder for the time being.

This order was dated 31 (9) 1649.

This Indenture made the 31th day of the 11th month called January in the yeare of our Lord 1649, according to the Account of England betweene W^m Colborne, Anthonic Stoddard, James Pen, Jacob Eliot, Jeremie Houtchin & Thomas Marshall selectmen or townes husbands for the towne of Boston in New England on the one pt & James Everill of Boston aforesd shoomaker, on the other pt, Witnesseth, that (whereas the Select men for the sd towne of Boston wth the consent of the towne granted vnto Valentine Hill of the sd Boston merch^t the cove or dock called & commonly knowne by the name of Bendalls docke, as appeareth in their owne towne book pag 56th. & after ratifyed the same grant to continue for the space of foure score yeares begining from the 26th of the 12th month called february in the Yeare of our Lord 1646 as more at large may appeare in the 84th page of the sd townes booke, & Whereas the Select men aforesd haue power granted them from the towne of Boston, to sell the Reversion or remainder of the sd Cove or docke wth the appurtenances vnto James Everill

aforsaid) Now the sd select men of the towne of Boston for the time being, to witt, W^m Colborne, Anthony Stoddard, James Pen, Jacob Eliot, Jeremie Houtchin & Thomas Marshall for & in the name & behalfe of the sd towne & for & towards the advancement of the free schoole in Boston aforesd & the maintenunce of theire schoolenaster for the education of theire children for ever, Hane bargained sould ginen granted confirmed, & by these p̄ntes doe bargaine & sell vnto James Everill aforesd the Reversion or Reversions remainder or remainders of the sd Cove or dock, wth all the vacant grounds therein appertaining, & all the wharfes there made (except what is herein hereafter excepted) together wth all the wharfages anchorages, customes tolls impositions priviledges & pfitts that doe or may arise therefrom all along from the land & wharfe of John Bateman on the north, as it runneth along by the houses & lands of James Nash Thomas Painter W^m Hudson senio^r, John Low, Joshua Scotto James Everill Ed[]und Jackson Isaac Walker, John Button, W^m Hudson Junior, John Glover Georg Burden Richard Webb Hugh Gunnison W^m Tyng W^m Francklin Robert Nash Edward Bendall Edmund Grosse Sammuel Cole Valentine Hill Henry Webb vnto the wharfe of W^m Davies on the south, To haue & to hould the sd Cove or dock together wth all the wharfes there built, the void ground thereto appertaining wthin the limitts aforesaid (reserving twenty foote in breadth for the highwayes) wth all the wharfages anchorages customs tolls impositions priviledges & pfitts thereof, from & imediately after the expiration of the sd fourescore yeares) (wth wilbe on the 26th day of the last moneth called february in the Yeare of o^r Lord 1726) or from any forfeiture or any other way or means whereby it may fall into the townes hands, Vnto him the sd James Everill his heires & Assigne^s forever. Only excepted the house & wharfe of Joseph Wormwood, being in breadth at the streete thirty one foote & an halfe, & [] the water side twenty seven foote: Also a peell of land of Leonard Bottles adjoineing to the cove aforesd being in breadth at the cove thirty foote, & towards the streete twenty foote: Also the wharfe of John Low being in breadth at the Cove aforesaid seventy two foote, & towards the streete ninety foote: Also Joshua Scotto his wha[] being in breadth at the Cove & also towards the streete twenty foote. also the wharfe [] John Shaw being in breadth at the Cove & also toward the streete fourty foote: Also [] wharfe of Edmund Jackson being in brendth both towards the Cove & towards the streete sixteene foote: Also the wharfe of Isaac Walker being in breadth at the Co[] ten foote, & towards the

SUFFOLK DEEDS, LIB. I., 115, 116.

streete twenty foote : Also the house & wharfe of W^m Ham-bury being in breadth toward the streete fourty six foote, rereward fourty three foote ; next Edw: Bendall fifty one foote, & twenty fyve foote southward next the townes land as by theire severall deeds bearinge dated the 29th of the 12th month 1648 may [] fully appeare : Also the wharfe of Henry Webb excepted, further the sd select[] of Boston for the time being by vertue of the power granted them by the tow[] [116.] Boston aforesd doe gine grant bargaine & sell vnto James Everill aforesaid the house & warehousnes hereafter expressed together wth the ground whereon they now stand, vizi, the house & wharfe now in the tenure & occupation of Valentine Hill of Boston merch^t, next adjoineing to the house & wharfe of John Bateman, Also the warehouse & wharfe now or late in the tenure & occupation of Major Nehemiah Bourne ; also the warehouse (& land whereon it stands) being now in the tenure & occupation of Edward Bendall : also the warehouse now in the tenure & occupation of Capt John Leverit together wth the ground whereon it stands, To haue & to hould the sd house warehousnes & land whereon they stand wharfes vnto them & any of them belonging, wth theire appurtenances, vnto him the sd James Everill his heirs & Assignes for ever, from & imediately after the expiration of the aforesd fourscore yeares w^{ch} wilbe the 26th of the 12th month 1726. Hee the sd James Everill his heirs or Assignes paying to the sd Valentine Hill Nehemiah Bourne Edward Bendall & John Leverit theire heires or Assignes what the sd house & warehousnes respectively shull then be judged worth wthout respect to the place whereon they stand ; that land being hereby absolutely granted vnto the sd James Everill his heires or Assignes, wthout any limitation exception or pvision whatsoever. Lastly the sd select men for the towne of Boston aforesd by Authority aforesd & for the benefit of the free schoole as aforesd doe grant vnto the sd James Everill all the flatts situate lyeing & being wthout the sd Cove or dock aforesaid being in breadth one hundred eighty one foote ten ynces (be the same more or lesse) from the south side of the entrance or gate into the Cove or dock aforesd, & the wharfe of W^m Davies, running along from those two limitts seven degrees to the Northward of the East by a Meridian Compasse, & so on to the lowe water marke at Spring tydes, To haue & to hould the sd flatts to him the sd James Everill his heires & Assignes forever, from & imediately after the date of these presents, Provided ever that Neither the sd James Everill his heires nor assignes shall demand or take anchorage for any Vessell or Vessells lyeing vpon the

sd flatts vntill hee or they or some of them shall carry out a wharfe for the benefitt of vessells ladeing & unladeing & then it shalbe lawfull for the sd James Everill his heires & Assignes to demand & take wharfage anchorage customes tolls &c. according to the vse vsuall rates allowed for all such vessells as shall lye against his wharfe & have benefitt thereby. Provided also that neither the sd James Everill his heires nor Assignes shall stopp or suffer to be stopped the free passage of vessells into or out of the sd docke called Bendalls docke by the lying of any vessell or vessells at the northerly end of the sd wharfe by him or them hereafter to be erected, nor otherwise. And the sd James Everill for himselfe his heires & Assignes doth Covenant & grant to & wth the sd W^m Colborne Anthony Stoddard James Pen Jacob Eliot Jeremy Houchin & Thomas Marshall the selectmen of the Towne of Boston aforesaid for the time being & theire Successors, in consideration of the premisses, & for the vse of the free schoole aforesaid to pay or cause to be paid vnto the selectmen of the sd Towne of Boston or to such others as the said Towne shall hereafter appoint, the full & just summe of six pounds sixteene shillings & ten pence yearely, vpon each last day of the 12th month for ever, from & after the date of these presents to be pd in Country pay at price Current vpon demand. ffinally the sd select of the sd Towne of Boston for the time being, for & in the name of the Towne, & by vertue of the power & trust committed to them by the towne as aforesaid for sale of the p'misses doe covenant to & wth the sd James Everill that he the sd James his heires & Assignes shall for ever hereafter quietly & peaceably enjoy the sd Cove or docke comonly knowne by the name of Bendalls docke together wth the waste or vacant grounds thereto appertaininge wth in the limitts aforesaid & according to the tenor purport & true meaneing of this present Grant aboue specfyed wth all the wharfes Anchorages customes tolls impositions priviledges & pfitts that doe or may arise therefrom according as aboue is expressed together wth the flatts aforesaid & the profitts & priviledges arising therefrom as aforesd, wthout molestation or interruption by or from the Towne of Boston aforesd or by or from the Selectmen of the sd Towne or by or from any other pson or ps ons claimeing any title or interest in the premisses or any pt or peell [117.] thereof by from or vnder them or any of them. In witnes whereof the pties to these present Indentures interchangably haue put to theire hands & scales the day & yeare first aboue mentioned.

W^m Colborne & a seale. Anthony Stoddard & a seale. James Pen & a seale. Jacob Eliot & a seale. Jeremy Houchin & a seale. Thomas Marshall & a seale.

flurther it is agreed & concluded before the ^{Endorsed.} ensealing & delivery hereof that whereas the bounds of this grant are sd to Run along by the houses & lands of James Nash Thomas Painter & the rest round about the sd Cove. It is to be vnderstoode onely to extend to the high way running along by the sd houses & lands. And whereas there is reserved onely twenty foote in breadth for high wayes it is to be vnderstood of the highway from W^m Davies propriety along to Edw: Bendalls brick house & so towards Robert Nashes house. And whereas it is said that the sd James Everill his heires & Assigne shall pay yearly the summe of six pounds sixteene shillings & ten pence in Country pay, it is agreed that the sd Country pay shalbe in food & rayment at pricess Current. And whereas James Everill &c. hath liberty granted to erect a new wharfe vpon the flatts granted him by these presents, it is agreed & concluded that he shall not erect any such wharfe wthin fourty foote of the wharfe already made by Edw. Bendall to hinder the free passage of vessels to the sd Wharfe dureing the lease made vnto Edw. Bendall. flurther the said James Everill for himself his heires & Assigne doth covenant to & wth the sd selectmen that the sd Cove & premisses shalbe lyable to make good the said Rent Charge for ever.

Signed sealed & dd in pñce of
Henry Shrimpton
Benjamin Negoos.
William Aspinwall Señ:

This deed of sale was acknowledged by the
men wthin named being the prudentiall
men for the time being of the towne of
Boston this 8th of the first month 1649.

Before me W^m Hibbins.

Joseph Wormall of Boston granted to Henry Sandis of Boston his house & wharfe in Boston ^{17 (2) 1650.}
Situat neere to Val: Hills house lately purchased of Leonard Bottles, & this was by way of mortgage, wth pyiso that if he pay vnto the sd Henry twenty fourteene shillings nine pence in merchantable wheate at price current at or before the last of 7th, next then this grant to be void, otherwise the sd Henry to receive the rents of the said house & wharfe & the same to sett or sell, paying himselfe the aforesaid summe wth due damages & returning the overplus to the sd Wormall. This was dated & acknowledged 16(2) 1650 before m^r W^m Hibbins.

This mortgage was discharged to m^r Jeremy honchin as

The Names of the STREETS, Lanes & Alleyes

Within the Town of Boston in New-England.

At a Meeting of the Free-holders and other Inhabitants of the Town of Boston, duly Qualified & Warned according to Law, being Convened at the Town-house, the 22d. day of September, Anno Domini, 1701.

Voted, That the Select-men of this Town are impowered to Assign & Fix Names, unto the several Streets and Lanes within this Town, as they shall judge meet & convenient.

At a Meeting of the Select-men of the Town of Boston, the 3d. day of May, Anno Domini, 1708.

Ordered, That the Streets, Lanes and Alleys, of this Town, as they are now (by the said Select-men) Named and Bounded, be accordingly recorded in the Town Book, and are as followeth, viz.

2. **T**HE broad Street or Way from the Old Fortification on the Neck, leading into the Town as far as the late Deacon Eliot's corner. **Orange Street.**
2. The Way below the late Deacon Eliot's Barn, leading from Orange Street Easterly by the Sea-side **Beech Street.**

3. The Way leading Easterly from the said Deacon Eliot's corner, passing by the late Deacon Allen's, extending to Windmill point. **Essex Street.**

4. The Way leading from the late Elder Rawlins corner in Essex Street, extending Southerly into Beech Street, and so down to the Sea. **Rawlins Lane.**

5. The Way leading from the late Capt. Frayre corner Westerly, to the bottom of the Common, with the return Southerly down to the Sea. **Frogg Lane.**

6. The Street from the corner of the House now in the Tenure of Capt. Tufsey, nigh Deacon Eliot's corner, leading Northerly as far as Dr. Oake's corner. **Newbury Street.**

7. The New Alley between Mr. Blyns & Durants in Newbury Street, leading Westerly into the Common. **Dogg Alley.**

8. The Street leading Easterly from Wheelers corner in Newbury Street, passing by the Towns Watering place, as far as Capt. Dyer's Barn. **Pond Street.**

9. The Way leading from John Ushers Esq his Barn Southerly into Essex Street. **Short Street.**

10. The Way leading from the lower end of Pond-Street, North Easterly into Church Green, by Summer Street. **Blind Lane.**

11. The Way from Cowls corner in Newbury Street, leading Westerly into the Common. **West Street.**

12. The Way from Eliot's corner nigh the upper end of Summer Street, leading Westerly into the Common. **Winter Street.**

13. The Street leading Easterly from Dr. Oake's corner in Newbury Street, passing by the House of Capt. Timothy Clark, extending to the Sea. **Summer Street.**

14. The Street from Baxters corner in Summer Street, leading Southerly by the late Deacon Allen, extending down to the Sea. **South Street.**

15. The Way from Bells corner at the lower end of Summer Street, leading Southerly to Windmill point. **Sea Street.**

16. The Street leading from Penemans corner at the upper end of Summer Street, passing by the South Meeting-house, to Mr. Hough's corner. **Waldoborough Street.**

17. The Way leading from Briscows corner in Marlborough Street, passing by Justice Bromfield's, into the Common. **Rawlins Lane.**

18. The Way leading from the South Meeting-house, passing by Mr. Borlans, and so down to the Sea by Mr. Halloway. **Mills Street.**

19. The Alley leading Southerly from Souders corner in Milk Street, to Capt. Clark's corner in Summer Street. **Wibbys Alley.**

20. The Lane leading South-Easterly from Mr. Rosland's corner in Milk-Street to Beards corner in Cow Lane. **Long Lane.**

21. The Street where Mr. Daniel Oliver dwells, passing from Milk-Street up to Fort-Hill. **Oliver Street.**

22. The Way leading Southerly from Fort-Hill to Moreys corner in Summer Street. **Cow Lane.**

23. The Way from the lower end of Summer Street, leading North-Easterly by the Sea Side, with the return up to the Rope Walk. **Flowerdore Lane.**

24. The Alley by Wibbys house in Cow-lane, leading Easterly into Harrisons Ropes Walk. **Crooked Alley.**

25. The Way from John Roberts's house in Cow Lane, leading Easterly by Capt. Bonner's, into the Rope walk. **Gridley's Lane.**

26. The Way from the upper end of Cow Lane on Fort Hill leading Easterly, passing by Mr. Joseph Hubberts down to the Sea. **Gibbs's Lane.**

27. The Way leading from the Northerly side of Fort Hill, passing down Easterly by the Old Brew house into Battery March. **Sconce Lane.**

28. The Way leading from Holloway's corner by the end of Milk Street, passing by the Battery, extending to the lower end of Gibbs's Lane. **Battery March.**

29. The Way leading Southerly from Gibbs's Lane on Fort Hill, passing by Drakers to the Rope-walk. **Welchers Lane.**

30. The Way from Mr. Hough's corner, leading North-westerly by the Latin School, extending as far as Mrs. Whelbom's corner. **School Street.**

31. The Way leading from Mrs. Whelbom's corner westerly through the upper side of the Common, and so down to the Sea. **Beacon Street.**

32. The Way leading from Beacon Street, on the upper side of the Common unto Mr. Alens Orchard. **Dabbs Lane.**

33. The Way leading from Beacon Street, between Capt. Alends and Madam Shrimps Pasture, up to Centry Hill. **Centry Street.**

34. The Street from the lower end of School Street, leading Northerly as far as Mr. Clark's the Pewterers Shop. **Cornhill.**

35. The Way leading from a Tenement of Capt. Clark's nigh the lower end of School Street, to Mrs. Winslow's corner in Jessells lane. **Spring Lane.**

36. The Street leading from Cox the Butchers Shop in Cornhill, passing by Major Wallis, as far as the corner of Mr. Oliver's Brick Ware-house. **Water Street.**

37. The Alley leading from the end of Water-Street, through Mr. Oliver's Land by Odell's into Milk Street. **Coopers Alley.**

38. The Way leading from Water-Street, passing between Major Wallis's and Mr. Bridgeman's lands into Milk Street. **Tanners Lane.**

39. The Lane passing from Water-Street into Milk Street, according to the Name by which it hath been formerly known. **Joyliests Lane.**

40. The Way passing Round the Old Meeting House. **Church Square.**

41. The Way leading from Corn Hill, including the ways on each side of the Town House, extending Easterly to the Sea. **King Street.**

42. The Street leading from Mr. Dernes corner in Corn Hill to Houchens corner at the upper end of Hanover Street. **Queen Street.**

43. The Way leading from the Mansion House of the late Simon Lynde Esq. by Capt. Scobucks, extending as far as Col. Townfords corner. **Trea Mount Street.**

44. The Way leading from Melers corner near Col. Townfords, passing through the Common along by Mr. Sheas into Frog Lane. **Common Street.**

45. The Alley leading Easterly from the Common, on the North side of Madam Ushers House. **Turn again Alley.**

46. The Way leading from the Exchange in King Street, passing by Mrs. Phillips's into Water-Street. **Pudding Lane.**

47. The Way leading from King Street, by the House of Isaac Addington Esq. with the Return into Pudding Lane. **Hall-square Court.**

48. The Way leading from Mr. Mackays corner in King Street, to Elder Bridgeman Ware-House in Water Street. **Leverets Lane.**

49. The way leading from Justice Summers corner in King-Street, passing over the Bridge as far as Mrs. Dasher's corner in Milk-Street. **Wachetil Lane.**

50. The way leading from the House formerly the Castle-Tavern in Mackerel-lane, passing by Mr. Halloways wharfe to the Sea. **Crabb Lane.**

51. The way leading from the Sign of the Orange Tree, passing by Mr. Stephen Minto to the Mill Pond, and from thence to the lower end of Cold-lane. **Sudbury Street.**

52. The way leading from Emmons's corner passing by Justice Lynde's Pasture, extending from thence westerly to the Sea. **Cambridge Street.**

53. The way leading on the Northerly side of Ivery-Habre, in Justice Lynde's Pasture, to Mr. Allen's Farm-house. **Green Lane.**

54. The way from Mr. Pownings corner by Dock-square, leading Southerly into King-street. **Crooked Lane.**

55. The square from the House of Eliakim Hutchinson Esq. to Mr. Pembertons corner on the one side, and from Kenny's Shop to Mr. Alens's corner on the other side. **Dock Square.**

56. The way leading from Major Savage's corner in Dock-square, to Madam Shrimps corner in King-street. **Shrimptons Lane.**

57. The way leading from Mr. Merri's corner along by the side of the Dock, as far as the corner of the Ware-House, formerly Major Davi's. **Corn Market.**

58. The Alley leading from Mr. Mounfords in Corn Market, to Capt. Fitch's corner in King-Street. **Pierces Alley.**

59. The way leading from Justice Palmer's Ware-House in Corn-market, up to Mr. Morecks buildings. **Corn Court.**

60. The way leading from Mrs. Butlers corner, at the lower end of King-street, to the Swinging Bidge, & from thence to the lower end of Wodman's wharfe. **Merchants Row.**

61. The way leading from Plett's corner, passing North-westerly by the Sign of the Dragon to the Mill Pond. **Union Street.**

62. The Street from between Housens's corner and the Sign of the Orange Tree, leading Northerly to the Mill Bridge. **Hanover Street.**

63. The way leading from Mr. Pembertons corner at the end of Dock-square, to Justice Lyde's corner in Hanover street. **Wings Lane.**

64. The way leading from Wing Lane to Mr. Colman's Church, and from thence the two ways, viz. Southerly to Queen-street, and Easterly to Dock-square. **Brattle Street.**

65. The new way leading from Mr. Pollards corner in Brattle-Street, thro' Mr. Belknap's Yard into Queen-Street. **Pillers Lane.**

66. The way leading North-westerly from Mr. Harris's corner in Hanover-street, down to the Mill pond. **Cold Lane.**

67. The way leading from Capt. Ballantines corner nigh the Mill-bridge, to the corner of Capt. Fitch's Tenement in Union Street. **Marshall's Lane.**

68. The way leading from Brooks's corner in Marshall's Lane, passing by Mr. Bulfinches, to Scottows Alley. **Creel Lane.**

69. The way leading from Creek Lane to Capt. Bow's corner, in Union Street. **Salt Lane.**

70. The way leading from Creek Lane, to Mr. Webb's corner in Union Street. **Marly Lane.**

71. The way leading from the sign of the Star in Hanover Street passing North-westerly behind Capt. Evertson's house. **Ink Alley.**

72. The way from the Conduit in Union Street, leading Northerly over the Bridge to Ellisons corner, at the lower end of Crows Street. **Anne Street.**

73. The way from Mr. Antrams corner nigh the Con leading North-easterly by the side of the Dock, as far as Winsors Ware-house. **Fish Market.**

74. The New way from Union Street, passing South-westerly between the buildings of the late Capt. Christopher Clark deceased. **Minots Court.**

75. The Alley by Capt. Abijah Savages in Anne Street leading Northwesterly to Creek Lane. **Scottows Alley.**

76. The way between Capt. Winsors and Mrs. Pembertons Anne Street, leading to the Wharfe by the Swinging Bidge. **Swingbridge Lane.**

77. The Street from Mount-jays corner at the lower end of Crows Street, leading Northwesterly to the Sign of the Swan Scarlet's Wharfe. **Fish Street.**

78. The way leading Northwesterly from Mr. Thoen's corner in Anne Street. **Paddys Alley.**

79. The Street leading from the Mill Bridge, Northwesterly as far as Mr. Jonas Clarks corner at the end of Bennet Street. **Middle Street.**

80. The way leading Northwesterly from Stanbury's corner nigh Millbridge, as far as Mr. Gres corner in Prince-Street. **Back Street.**

81. The way leading from the Mill Pond South-Easterly, by late Deacon Phillips's Stone-house, extending down to the sea. **Cross Street.**

82. The way from the North-westerly end of Cross Street passing by Vincings house Northwesterly nigh the Mill Pond. **Old Way.**

83. The Lane leading from Northwesterly Street, passing by the house of the late Capt. Timothy Prost, into Fish Street, and so down the sea. **Wood Lane.**

84. The way from Wals's corner in Middle Street, leading North-westerly into Back-street. **Beer Lane.**

85. The Alley leading from Anne Street, between the late Capt. Lakes and Nanneys buildings, to Mr. Indeots shop in Cross Street. **Elbow Alley.**

86. The Alley leading from Fish Street between the Lands of John Clark Esq. and the successors of Mr. Samuel Gallop, Decaded into Middle-street. **Gallop's Alley.**

87. The Street leading Northwesterly from Astors corner in Middle-street, passing by the Hoofs formerly the sign of the BlackHorse, extending to the Sea at Ferry-way. **Prince Street.**

88. The Street leading Northwesterly from the end of Bennet Street high Mr. Jonas Clarks, extending to the Sea. **North Street.**

89. The Street leading South-Easterly from Williams's corner nigh Mr. Jonas Clarks down to the Sea, by Scarlet's Wharfe. **Fleet Street.**

90. The Alley leading Northwesterly from the North Meeting House into Middle-street. **Dell Alley.**

91. The Square lying on the Southerly side of the North Meeting-House, including the ways on each side of the Watch-House. **Clarke's Square.**

92. The Way leading South Easterly from the North-Meeting House into Fish Street. **Sun Court.**

93. The Way leading from the North-Meeting-House Northwesterly by Capt. Tols. Barnard into Fleet Street. **Moon Street.**

94. The Way leading Northwesterly from Mrs. Winslows corner between Col. Foster's and Mr. Frixel's into Fleet Street. **Garden Court.**

95. The Street leading Northwesterly from Mr. Evertson's corner, nigh Scarlet's Wharfe, to the North Battery. **Ship Street.**

96. The Way leading Northwesterly from the North-Battery, to the Ferry way by Hudson's Point. **Lyn Street.**

97. The Way leading Westerly along the shore from Hudson's Point to the Mill Stream by Mr. Oct's Ship yard. **Ferry Way.**

98. The Street leading Northwesterly, from Mrs. Ramsford's corner in North Street towards the Ferry Point at Charles Town. **Charter Street.**

99. The Way leading from Cervin's corner in Prince Street, to Mr. Phip's corner in Charter Street. **Balem Street.**

100. The Way leading Northwesterly from Teav's corner in Prince Street, to the end of Ferry-way by Hudson's Point. **Snow Hill.**

101. The Way leading South Easterly from Snow Hill to Salem Street. **Dull Street.**

102. The Way leading Northwesterly from Mr. Jonas Clarks corner in Salem Street. **Bennet Street.**

103. The Way leading N.westerly from Capt. Stevens's corner in N. Street, with the return into Bennet Street. **Lowe Street.**

104. The Alley leading from the Burying place in Charter Street to Adkin's Lime Kiln in Lyn Street. **Lime Alley.**

105. The Alley leading from Charter-street down by Benj. Williams's in Lyn-street. **Bilding Alley.**

106. The Way leading from Charter-street down by Mrs. Buckley's into Lyn-street. **Penchymans Lane.**

107. The Alley Leading from Charter-street down through Mr. Greenoughs Ship Yard into Lyn-street. **Greenoughs Alley.**

108. The Alley leading from North-street down by the Salutation into Ship-street. **Salutation Alley.**

109. The Alley leading from North-street along by Mr. Will Parkman into Ship-street near the North-Battery. **Watery Alley.**

110. The Alley leading from North-street down to Capt. Richard's corner in Ship-street. **White Bread Alley.**

[11.] Whereas the Town of Boston is unfortunately become the most striking Monument of Ministerial Tyranny & Barbarity, as is particularly exhibited in the sudden shutting up this Port, thereby cruelly depriving the Inhabitants of this Metropolis of the Means they have hitherto used to support their Families; And whereas our Brethren in the other Colonies, well knowing that we are suffering in the common Cause of America & of Mankind have, from a generous & Brothely Disposition contributed largely towards our Support in this Time of our General Distress (without which many of our worthy and virtuous Citizens must have been in imminent Danger of perishing with Cold & Hunger) — And whereas the Hon^{ble}. Members of the Continental Congress have kindly recommended us to our Sister Colonies as worthy of farther Support from them, while the Iron Hand of unrelenting Oppression lies heavy upon us. Therefore Voted, that this Town, truly sensible of the generous Assistance they have received from their sympathizing Brethren, return them their warmest & most sincere Thanks for the same: And they pray that GOD, whose Beneficence they so gloriously imitate, may bestow upon them the Blessings he has promised to all them, who feed the hungry & cloath the naked: And the Thanks of this Town are accordingly hereby given to our Benefactor aforesaid, & to the Hon^{ble}. Members of the Congress for their Benevolence towards us, expressed as aforesaid, which Support, if continued cannot fail of animating us to remain steadfast in defending the Rights of America. —

The Hon^{ble}. James Otis Esqr. being present moved that he might be dismissed as One of the Committee of Correspondence for the Town of Boston, And the Question being accordingly put, passed in the Affirmative.

Upon a Motion made & seconded, Voted, that the Thanks of the Town be & hereby are given to the Hon^{ble}. James Otis Esqr. for his Services, as a Member of the Committee of Correspondence, & for his Off^{rs} of such farther Services as he might be capable of rendering. —

Voted, that this Meeting be adjourned to Wednesday the 1st. day of February next, 11 O'Clock forenoon.

And the Meeting was accordingly adjourned —

[12.] At a Meeting of the Freeholders & other Inhabitants of the Town of Boston at Faneuil Hall by Adjournment of the May Meeting, February 1. 1775. —

Mr. Adams the Moderator being at Cambridge, attending the Provincial Congress, Mr. William Whitwell was chosen Moderator pro temp^{ro} by a Hand Vote.

The Committee appointed to consider the Request of a Number of the Inhabitants of the Town, that the Incumbrances on Dock Square may be removed & Measures taken for filling up the Dock that so Room may be made for the Standing of Horses Hacks of those Country People, who bring Provisions for sale to the Market & to treat with the Proprietors, if the Committee have any Doubt, as to the Title of the Town to said Dock — Now Report — That they

have met several Times & examined into the Town's Right to said Dock, & into some Privileges anciently granted to certain Persons, who then lived near to said Dock, or were interested in Lands abutting therupon: And upon the whole the Committee are of Opinion, that the Town have an undoubted Right to said Dock, & may fill it up, or improve the same as they shall judge proper, so far as to meet the Slip that enters into said Dock just above the Bridge; & if the same is filled up the Committee propose to the Town, that a Passage may be laid out of such a Wealth as will be most convenient for Carts, Trucks & other Carriages, beginning at the Southeast Corner of said Dock, & running upon a Line nearly strait, between the Dwelling House of the late Thomas Tyler Esqr. & the Warehouse of John Boreland Esqr. & that when said Dock is filled up the Rails above be brot down, & fixed on the Sides of said Passage Way. The Committee judge that this will make a Passage Way full large for the Accommodation of all Carts, Horses & Carriages for Persons that bring Provisions for Sale, & it will thereby prevent the great Annoyances Inconveniences & Dangers, that the Inhabitants & others are exposed to by the Country People filling up with their Carts [13.] Teams, Stalls, Benches & Stands, the Street & Square from Mr. Simsons Store-shop to the Market: And the Committee would recommend to the Town, to take such Methods as shall be effectual to prevent, to prevent any of the Inhabitants of the Town, & all other Persons whatever, standing or continuing in said Square, or in the narrow Street between Mr. Dollear's Shop & Deacon Newell's Shop so far into Union Street, as runs on a Line with the North Side of Ann Street, & also in all other Places & Avenues that lead to the Market, or to the aforesaid Places assigned for the Conveniency thereof; & that none be allowed to fix, stand or continue without the aforesaid Limits near to the same, with Carts, Horses Stalls, Benches Wheelbarrows or Baskets, or any of them for the Sale of any Article or Commodity whatever; & if any Person shall transgress herein, that they be prosecuted for the same: And for the Encouragement of the Country People, who bring any thing for Sale to the Market, the Committee propose, that it be left to the Discretion of the Selectmen, whether any Consideration, & how much shall be paid by those Persons, that shall improve or occupy any Part of Faneuil Hall Market, or the Enclosures of the same; And that these Regulations may take Effect, the Committee would farther recommend to the Inhabitants, that they do not purchase Provisions, or any other Article of such Persons as shall refuse to comply with the same; & if the Town shall determine to fill up said Dock, the Committee advise that it be done as speedily as may be, & that the Selectmen be desired & directed to take Care, that all Drains & Conveyances of Water, that belong to private Persons, & that have heretofore emptied themselves into said Dock, be carried out at the Expense of the Town, so as no Stoppage or Obstruction may happen to private Property. The Committee would mention to the Town, that the Heirs of the late D^r. Wil^r. Davis claim a Right to the Dockage, Wharfage & Morage of such Vessels as can lay in that lay in that Part of the Dock, that is before the Warehouses of the late



John Fayerweather Esq; but the same not appearing Clear to the Committee, they only say upon it, that when it shall appear they have such Right, an adequate Consideration should be made them, & which the Town will undoubtedly make to them — All which is humbly submitted by

EZEKIEL GOLDFWAIT

John SCOLLAY

JOSEPH JACKSON

JOSEPH BLANCHARD

John ROWE

[14.] the above Report having been voted, that the Consideration of the same be referred to the Annual Town Meeting in March next. The Overseers of the Poor having represented to the Town the Difficulties they are under for Want of Money to support the Alms House, the Collectors of last Year not having yet taken the Books, It was

Voted, that the Town Treasurer he, & hereby is directed & impowered to borrow upon Interest for the Supply of the Almshouse, One thousand Pounds lawful Money for One Year, & that he give his negotiable Note or Notes for the same, which Note, or Notes are to be paid off upon the Receipt of the Money now due to this Town. Voted, That all Matters & things that remain unfinished at this Meeting he & hereby are referred over to the Annual Town Meeting in March next.

Then the Meeting was dissolved. —

At a Meeting of the Freeholders & other Inhabitants of the Town of Boston at Faneuil Hall February 5th. 1775 p Adjournment of the Port Bill Meeting. —

Mr. Samuel Adams the Moderator of the Meeting being absent, & attending the Provincial Congress,

Mr. William Whitwell

was chosen Moderator Pro Tempore. —

Upon a Motion made

Voted, that this Meeting be adjourned to Wednesday the 22^d. instant 11 O'Clock Forenoon
And the Meeting was adjourned accordingly.

Town met according to Adjournment February 22^d. 1775 — 11 O'Clock A.M.
Upon a Motion made Voted, that this Meeting be adjourned to Monday the 6th. Day of March next, 9 O'Clock A.M.

[15.] At a Meeting of the Freeholders & other Inhabitants of the Town of Boston, legally warned, at Faneuil Hall, March 6th. 1775, by Adjournment of the Port Bill Meeting. —
Mr. Samuel Adams Moderator.

The Committee appointed by the Town the 5th. of March last, to apply to a proper Gentleman to deliver an Oration, the 5th. of March Instant, to perpetuate the Memory of the horrid Massacre perpetrated on the Evening of the Fifth of March 1770 — by a Party of Soldiers, under the Order & Eye of Capt. Thomas Preston of the 29th. Regiment, Reported —

That having met together for the Purposes mentioned in the

Town's Vote, they had made Choice of Joseph Warren Esq. to deliver an Oration on the 6th. of March instant, who had accordingly accepted of said Service, —

The foregoing Report having been made by Mr. Samuel Adams, Chairman of the Committee — the Question was put — Whether the same shall be accepted — Passed in the Affirmative. —

Upon a Motion made, the Town took into Consideration what Time would be best for the Oration to be pronounced, as also the Place that would be most suitable for the Purpose — whereupon —

Voted, that the Oration be delivered at half past Eleven O'Clock, at the Old South Meeting House, the Hall not being capacious enough to contain the Inhabitants, that may attend upon this Occasion: the Committee of that Society having upon Application consented, that said Meeting House should be made Use of for this Service. —

Voted, that the Hon^{ble}. John Hancock Esq.

Mr. Samuel Austin.

Mr. William Cooper be a Committee to wait upon Joseph Warren Esq. & acquaint him, that it is the Desire of the Town, that the Oration may be delivered at the old South Meeting House, at half after 11 O'Clock this Forenoon. —

Upon a Motion made, Voted, that this Meeting be now adjourned to the Old South Meeting House, to meet there at half past Eleven O'Clock. —

[16.] The Town met according to Adjournment, at the Old South Meeting House half past 11 O'Clock A.M. —
The Committee appointed to wait on Joseph Warren Esq. to acquaint him with the Vote of the Town, respecting the Time and Place for the Delivery of an Oration —

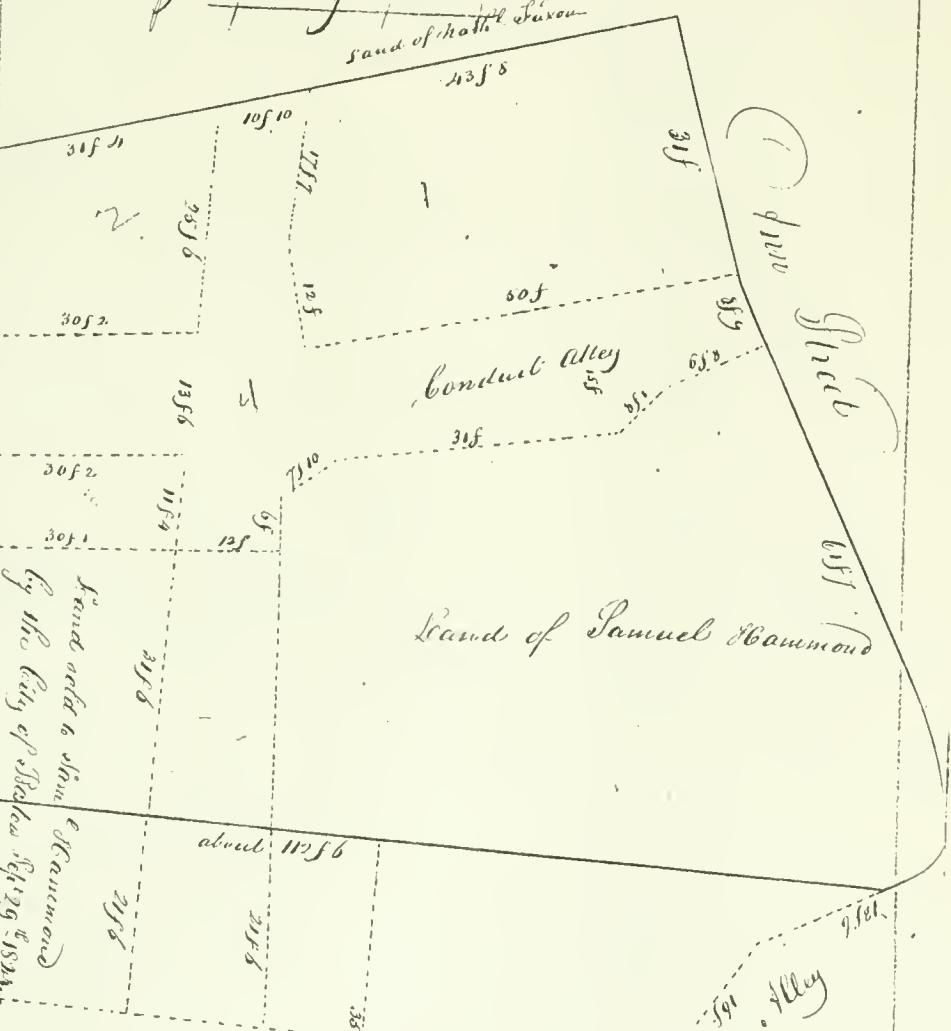
Reported, that said Gentleman was ready to comply with the Orders of the Town made known to him by their Committee
Upon a Motion made, Voted, that there be a Collection made in this Meeting for Mr. Christopher Monk, a young Man, now languishing under a Wound he received in his Lungs, by a Shot from Preston's Butchering Party of Soldiers on the 5th. of March 1770 —

An Oration to commemorate the Horrid Massacre of the 5th of March 1770, & to impress on the Minds of the Citizens the ruinous Tendency of standing Armies being placed in free & populous Cities &c was delivered by Joseph Warren Esq. to a large and crowded Audience, & received by them with great Applause.
Upon a Motion made & seconded
Voted, that the Thanks of the Town be & hereby are given to Joseph Warren Esq. for the Elegant & Spirited Oration delivered by him at their Request, in Commemoration of the horrid Massacre, perpetrated on the Evening of the 5th. of March 1770, by a Party of Soldiers, of the 29th. Regiment, under the Command of Capt. Thomas Preston Also — Voted, that

Mr. Samuel Adams
The Hon^{ble}. John Hancock Esq.

Benjamin Church Esq.
Mr. John Pitts

Witnesses to the Mayor's Signature Charles, Sam,
mond & F. W. the Deputy Clerks of Boston Suffolk
Boston June 23rd 1825. Other Personally appeared the witness
named Samuel Hammond & acknowledged the witness below
instrument to be his free Act and Deed before me Charles G.
Loring Just of Peace, Suffolk Is. On the twenty third day of
June A.D. one thousand eight hundred & twenty five Personally
Appeared Josiah Duney witness named, and acknowledged the witness
instrument to be the free Act and Deed of the City of Boston before
me Charles G. Loring Just of Peace June 23rd 1825 Received, Entered
& Exam'd by Henry C. May Esq



Boston May 1825
June 24th 1825

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To all persons to whom these presents shall come
present - Know ye, that the City of Boston, in consider-
ation of the sum of five thousand dollars paid by
Nathaniel Faxon of said Boston, Cordwainer, the
receipt whereof is hereby acknowledged, doth hereby
again, fully, grant, quit claim and convey unto the
aforesaid Faxon all the right title and interest which
he holds, hath or will be in and to all the land lying between
the North side of North Market Street and the
North or Southerly line of said Faxon's wharves, so
inland and described as follows, to wit: Firstly
a parcel of land, beginning at a point on North
Market Street one hundred & eight feet distant from
the South West corner of John Bellows' warehouse,
and running Westerly by North Market Street
thirty six feet two inches, to a line drawn in continuation
of the East side of a passage way from Market
square, so called, to Ames Street, between the
buildings of said Nathaniel Faxon & Amasa Nelson
in turning and running North or Northerly to
the edge or a wall of the wharf or abutment
nearly built out into the Town Dock, in front
said Faxon's estate, where ever and the same may
be turning and running Easterly by the edge
of said wharf or abutment about twenty four feet
or less to land sold by the City to the said
Faxon by deed dated the ninth of June A.D.
thousand eight hundred & twenty five, and being
in turning and running South in the said Town Dock
unto the point beginning on North Market
Street, ~~the~~ ^{the} secondly an parcel of land
lying at the South East corner of said land
Faxon

The said warehouse and running, Southward, on the
 said Principal Street, to the edge of captivity.
 The street abiding, or abutment then turning & running
 Westerly, by the edge of said wharf, about twelve
 feet, more or less, to the East side of the line of
 passage way, from thence direct aforesaid, then turning
 and running, northerly, by the line of said passage
 way to the said East corner of said Fagon's ware-
 house, then turning & running Easterly, about two
 three feet by the aforesaid line of said Fagon's
 warehouse to the point beginning; together with
 the use of a strip of land adjoining, facing into
 aforesaid, Westerly, as and for a passage way
 in common with the inhabitants of the said
 City, of the same width as the passage way, &
common with the inhabitants of the said City,
of the same width as the passage way between
 said Fagon and Stetson's estates to wit eight feet
 and three inches, returning to the City, the use
 of closing up said passage way, whenever the pro-
 prietors of the passage way between said Fagon
 & Stetson's estates shall close up the same and all
 other privileges and appurtenances to the same
 premises belonging. And for further certainty,
 reference is hereby made to the plan drawn
 to have and to hold the aforesaid lots
 aforesaid unto the said Nathaniel Fagon.

And the words
 underlined
 being twice
 written.

Warden and his heirs and assigns forever.

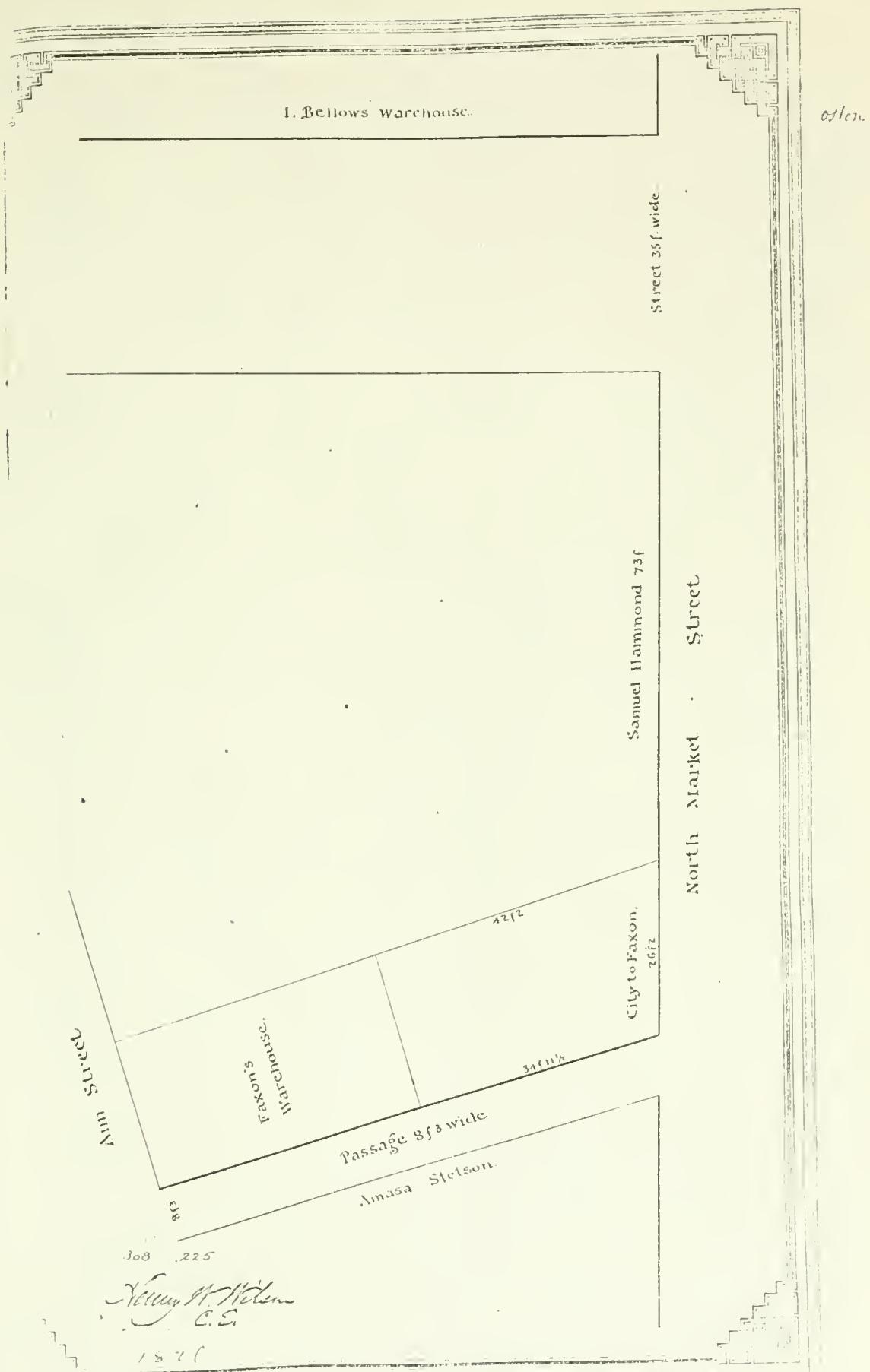
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And the said City of Boston doth hereby covenant
and with the said Mayor and his heirs and assigns,
that it is lawfully seized in the simple of the
lot or parcel of land firstly above described; —
that the same is free from all encumbrances; —
that it hath good right to sell and convey the
same, and will forever warrant & defend the
same to the said Mayor and his heirs and assigns,
against the lawful claims and demands of all
persons. — and the said aforesaid doth further
warrant that it will forever warrant and defend
the lot or parcel of land secondly above described
against all public and private rights of any over
the same, — but not otherwise. In testimony
whereof Josiah Quincy, Mayor of the City of
Boston, for and in behalf of the same, by virtue
of a resolution passed by the City Council on this
twentieth third day of March last, hath set his
hand and caused the common Seal of the City
to be countersigned this third day of April
A.D. one thousand eight hundred and twenty nine.
Josiah Quincy and a Seal. Sealed and sealed
delivered in presence of, and the words "lived^{the}"
"He" to wit eight feet and twice in hat" being
first interlined; also the words "the" some
height of Hastings, Wm. M. Colby,

Shippolt, Jr. April 1st 1826. Personally appeared
 the above named Josiah Quincy, and acknowledged
 this instrument to be the voluntary act and deed of
 the City of Boston; Before me Michael Finn
 Cleary, Justice of peace. April 5th 1826. Recd
 Entered and Examined Jn Henry Clinch

Faxon
 to the
 City of
 Boston

Know all Men by these presents, that
 I, Nathaniel Faxon of Boston, Grocer, in
 consideration of Five Thousand Dollars, paid by
 The City of Boston the receipt whereof is herin
 acknowledged, do hereby give, grant, Bargain, sell
 and convey unto the said City of Boston, all my
 right, title and interest in and unto a certain
 lot or parcel of land lying between the South
 or Butcher's Front of my warehouse in Dock
 Square, so called, and North Market Street,
 bounded and described as follows, viz, beginning
 at a point on North Market Street one hundred
 & eight feet distant from the South West corner of
 J. Bellows warehouse and running Westerly by
 Side Street twenty six feet two inches to the
 East side of a passage way to Amr Street -



I William Pierce of Boston in the County of 61.
 Suffolk and Commonwealth of Massachusetts Hair-
 dresser, aged between eighty nine and ninety years, do ^{Deposition} of
 testify and say, that I am, and from my youth have ^{of} ^{Sp. Pierce}
 been familiarly acquainted with the estates on and ^{Sp. Pierce}
 about the Town Dock, in Boston, when I was about eleven ^{or}
 years old. I went to live as an apprentice to John ^{Amasa} Adams ^{Stetson}
 Adams to learn the trade of a Barber and Hairdresser. I
 lived with John Adams about ten years, and until
 I was twenty one years old, during all the time that
 I was serving my apprenticeship, my Masters Shop was
 on the Town Dock, on the Southeasterly corner of an
 estate then owned by Col. Jacob Whipple, and now
 owned by Amasa Stetson, that estate was bounded
 Northerly on Ann Street, Southerly on the Town Dock,
 and Easterly on a passage way, leading from Ann
 Street to the Town Dock, or Market Square, as it
 was afterwards called, Our Shop was at the corner
 of said passage way & dock, after I became of age
 I worked one year as a journeyman, and then opened
 a shop for myself in Union Street, next to where
 Moses Grant now keeps a store, I kept in that shop
 till the Lexington Battle, soon after which I removed
 my family out of Town, and was sometimes on the
 Penobscot River and in Cambridge, and elsewhere till
 the British left Boston in the Spring of 1776, when
 I returned to Boston & took possession of my former
 shop, which I occupied for about four years more.
 I then removed to Marshalls Lane where I have ever
 since kept my house and shop and where I now
 keep them. ^{Intervener's memorandum} ^{by}

John Sprague Esquire, Attorney to Amasa Stone,
Esther Shayer, and Rufus Shayer.

1. Do you know an estate on Market Square and
the Pitts, formerly belonging to James Pitts deceased,
who occupied said estate when you lived with Mr. Wil-
liams? Please to describe the wharf on the Northwesterly
side of the dock, and say how it was occupied?

Answer. I know that estate when I lived with
Williams, that estate was occupied by several persons, by
Bennett and Capt Davis, and afterwards by Martin Baker
it was about eighteen feet from the Southwesterly side of
Pitts estate, or the Northwesterly door of his building to the
capsize of the dock, opposite to Council Hall Market
the owners of the estates I have described, claimed to
own the wharf Southwesterly of their buildings to the dock
and also half way across the dock, and they and their
tenants used to take wharfage for the use of the wharf
and dockage of the boats that lay on the North of
the centre of the dock, opposite to Pitts estate, the dock
was about forty feet wide, and the tenants of Pitts
used to take dockage for about twenty feet or one half
of it, the dock was wider below, boats used to come up
to the dock with wood and merchandise, which were
landed on the wharves of Nagall and Pitts apresuill.
Lighter loads of building stones were often landed there
lay till they were sold to Country people who came &
took them from there, every owner on this street of the
estates I have described, claimed to own and to occupy
the piece of the wharf to the dock, and one half of
the dock opposite to their respective estates, as did also the
adjacent owners on this street. Yacht boats often came
into

into that dock and lay on the Northwesterly side of it 62. all the winter, for the purpose of rendering oysters, the owners of these boats paid, for dockage, each one a shilling a day to the owners of the estates on the Northwesterly side opposite to which they lay, each owner on Ann Street, had notches cut in the upfall of the wharf on the lines of his estate, and each took charge and wharfage, of the oystermen whose boats lay against their respective estates, to accommodate each oyster boat an oyster bench was erected for the time being on the wharf by the side of the boat.

2^d Now and by whom was that wharf repaired?

Answer. The owners on Ann Street claimed to own and did occupy respectively as I have before stated, back across the wharf, and to the middle of the dock, and where the wharf was out of repair and required new gravel, woodwork or other repairs the repairs were made by the agreement of all the owners, and each one paid in proportion to the extent of his wharf.

3. Where was the passage for trucks or carts from the Southerly side of Pitts Store to Ann Street.

Answer. The only way in which trucks and carts could go from the Southerly side of Pitts Store to Ann Street was down over the wharves, and through the No² Dock passage way, the passage round by Grubbs Store was only a foot way, it was too narrow for trucks & carts the swing bridge across the dock opposite to Workwards Store was only 4^{ft} foot spanner.

4. When was the stone dock filled up, and by whom was it filled. Answer in 1761 the old Broad St. Market House was demolished, soon after at a Town Meeting it was

voted to rebuild the Market House and do so to fill
 up the Town Dock, then to go by the pleasure way
 from Ann Street, on the Eastward side of the wharves
 River Side, where it served my apprenticeship this
 Market House was rebuilt and the Town Dock was
 filled up at the same time in pursuance of said
 votes of the Town — they were both finished accord-
 ing to the best of my recollection in or about the year
 1763. Afterwards, and during the revolutionary war, as
 I believe by a vote of the Town, the Town Dock was
 filled up to the Rock Wharf passage way, the first
 part of the dock so filled up constitutes a part of
 what has since been called Market Square. Soon after
 the rebuilding of Faneuil Hall and the first filling
 up of the Town Dock the Market Square was by order
 of the Town surrounded by a wall fence, fence that
 fence to the Southward side of Pitts store was erected
 eighteen feet, 5. Before the burning of Faneuil
 Hall in 1761, who owned the Southward side of the Town
 Dock where it was filled up, and how was it acquired
 Answer it belonged to the Town, there was a row of stores
 built before my remembrance, which stood on piles over
 the Southward half of the dock extending Northward to the
 entire of the dock the Southward side of those stores rested
 on the capstall of the wharf on the Southward side of
 the dock, the Town owned those stores & leased them
 those stores were burnt with Faneuil Hall in 1761, su-
 bsequently by C. S. Cushing Esq^r attorney for the City of Boston
 1. How old were you, ~~were~~ you when you went to
 practice, Answer I was ten years old. How wide was
 the dock about to the estate where you served your
 apprenticeship

Answer, From the side of the dock to the capstan
of the wharf it was about twenty feet, the dock op-
posite to the shop where I sold my apprenticeship
was about forty feet wide 3. How do you know that
the wharfers on the dock received wharfage and dockage W.P
Answer I know that the captain of the Boat told
me that they paid dockage and wharfage to the owners
of the estates opposite, I have no other knowledge of
the fact. 4. In what manner was the dock occupied, i.e.
what kind of vessels, above the swing bridge on the
north side, Oyster boats used to come and lie down used
to bring goods up there, 5. What kinds of business
were carried on in the houses of Pitts, Royal & the
Tylers, begin with Pitts. Answer Pitts House was oc-
cupied as a dwelling house occupied by Bennett after-
wards Capt Davis occupied it as a dwelling house &
let the shop part on Ann Street to a Fatter, the next
estate Eastward was occupied by Tilley as a Tavern,
the next estate was Royals, Royal occupied the shop on
Ann Street as an English Goods, Drap, Ephraim Befeland
a Tailor occupied a part of it our shop was in it;
William Scott sold fish limes in one chamber Joseph
Tilley occupied his estate as a Hardware Store, Royal Tyler
occupied his house as a dwelling house he also had a
shop and sold Hardware Eason Tyler occupied the house
next next to the Roc Duck Passage way as a dwelling
house & Hardware Shop 6. What kinds of merchandise
have you seen on the wharf opposite to Pitts estate &
owner, When Bennett lived there, I have seen him
load wharfage & put it into his cellar, in the winter
most was lumber, he was said to be engaged twice for

his family are & at present kept at Messrs' Moore. Mr. Sir I used to go to see an inspection upon the estate. He occupied the estate as a dwelling house. I used to bring him sugar, tobacco & West India produce & store it in his cellar, & when was the passage way round by Greenlawn's store unbarred so as to admit of carts and trucks passing thence to the street & Union Street, answer after the first filling up of the dock.

2. How do you know that the owners Pitts & Rogers by their agreement contributed to the repairs of the wharf answer I saw the men travelling & doing the woodwork the same men did this work by the several estates & I heard the owners Pitts, Rogers & Tyler do say that they each paid his proportion, so how much of the wharf was covered with merchandise, answer they used to load goods on the wharf against their estates but they did not extend far back till they were taken away by the owners, & then trucks or carts were brought up to Pitts building on the wharf set out before the first filling up of the dock, answer before the first filling up of the dock, trucks and carts used to come up through the Hoe, which passage way, and as far as Pitts store they used often to back up, sometimes they turned on the wharf there were but few such carts up.

Additional interrogatories by Mr. Sprague.

1. Was Col. Leverett's store ever extended towards the dock and how near to the wharf? Answer since two or three years before the Revolutionary war, Col. Leverett built a store extending across the wharf to the capstone of the dock, Leverett's store was below the Hoe Back passage way.

2. Who owned the estate next below Pitts & Rogers

the estate between that, & Col. Royals, & who occupied
 them. Answer. The next estate below Pitts, belonged
 to Pitts & Hall; it was a scrub house & erected to
 Royals, it was occupied by Tilley as a Tavern 64.
 After the dock was filled up how was the space which
 had been filled up occupied & answer. It was railed in
 by the share. Against Adams Barber Shop, & thence up
 by Pitts store the fence was put about over where the
 capstone of the wharf on the North side of the dock
 had been, above there & around the feather store, the
 fence stood a little on what had been the dock, so
 as to widen the foot way to a cartway. 4. What
 kinds of boats and craft used to come up the dock
 as far as Royals & Tilley's Tavern? Answer. All kinds
 of boats, such as Lighters with wood, Fish Boats, Boats
 with goods & produce, yachts Boats scores &c. William
 Price, Commonwealth of Massachusetts, County of Suff-
 folk s. City of Boston, this twelfth day of May, in the
 year of our Lord Eighteen Hundred and Thirty Five
 personally appeared before us, the subscribers two Justices
 of the Peace, in & for the County of Suffolk, whom we
 the aforesaid deponent, and after being carefully examined
 and duly cautioned to testify the whole truth and nothing
 but the truth, made oath that the foregoing deposition by him
 subscribed is true, taken at the request of Amasa Atson of
 Rochester in the County of Norfolk England, Esther Tilley wife
 of, and Rufus Tilley Gentleman of Boston in said County
 of Norfolk, to be preserved in perpetuity, never to be
 the thing, and we doth certify the City of Boston
 and Charles W. Curtis Notary as attesting for us

and the heirs of Major Steager late of Sandysfield
Ypres, deceased, belonging. And the said John
claims also to be the owner of the land lying in
part of said Hawkhurst, and between that and
the property line of Hallinchel stock, and the
said party also alleges both the said land more
than 1000 acres to the principal part thereof —
And the smaller or easternly between the said
part, have been together with that submitted
to arbitration at, and are aware of a panel of three
naturally appointed. And upon due notice
of the agreement made between the said parties
it was agreed that the said party should
call and deliver a deed of release and quit-
claim of all right, title and interest, which the
said party has or may have in the aforesaid more
part of aforesaid, and with an acknowledgment
of the same against all claim and demands of
the said parties and others, and that the said
Hawkhurst, which is a very large and populous
village, shall be divided into two parts, and
that the said party shall have the one part
and the other party the other part.

Will witness for a true record of Boston
 according to the best of my judgment of our desire, and
 for other valuable and no less honest, that to have and to
 have by grant, a narrow and narrow piece of ground lying
 unto the said Boston, bounded and a zigzag, all to
 width, both without which the said body of land
 shall a man have in a little plot of land of three
 being a point of said Boston, and between that
 and the said northly line of Boston aforesaid
 bounded as follows. to wit: by a line beginning
 at a point on north marshet street, at the distance
 of eight feet from the corner
 corner of the marshet of Nathaniel Faxon, then
 running by said street to a point opposite to the no
 de of the pasture wall between that and the ad
 jacent raw houses over by said Marshet aforesaid
 west of Hussey's Dyer, thence to the middle of said
 wall, and thence along the foot of said raw houses
 till it arrives at a point distant eight feet from
 thence from the corner wall of said Faxon's Mar
 shet, then to the point of beginning: together
 with all privileges and appurtenances thereto by
 wth the said Boston, his heirs and assigns, to this sole
 use and use. And the said City of Boston, in the
 consideration aforesaid, doth covenant with the
 said Boston, his heirs and assigns, that the said par
 t of land aforesaid shall all incumbrances whatsoever
 shall be supposed by the said body, aforesaid, to be
 placed upon and otherwise has or have any right
 place, both without and within, in, upon or over
 said land, and that the said City of

for the Plaintiff and defend the said sum to 50.
 to said Wilson, his heirs and assigns, from and
 against the lawful claims and demands of all
 persons. In Testimony Whereof, the said City
 has caused the beforeah seal to be affixed hereunto, this
 fourteenth day of September A.D. eighteen hundred
 and thirty eight. Chas. C. Elliott, Mayor
 and a seal. Signed, sealed delivered in presence
 of S. F. M. Cleary. Suffolk ss. Boston, 1st 10
 1858. The above named Samuel C. Elliott, Mayor
 of the City of Boston, acknowledged the foregoing
 instrument by him subscribed, to be the free act
 and Deed of said City. And for me, Samuel C.
 F. M. Cleary, Just. Rec. — I hereby declare
 that the true intent & meaning of the within deed
 is to describe the property released, vizt the east
 rear line of the Hawthorne owned by me, whose em-
 tinent to North market street, shall be parallel
 with and at the distance of eight foot and three
 inches from the Westerly line of said Taylor's line.
 Will sign my hand & seal this twenty second day
 of January A.D. eighteen hundred and thirty eight.
 witness: — Anna Wilson, and a seal. So given on the 22d
 January 1858. Charles F. Tracy. Suffolk ss. 22 Jan'y 1858.
 Given the above named Anna Wilson, personally
 appeared & acknowledged the above instrument to
 be her act and i Chas. C. Elliott, Mayor, Chas. F. Tracy.
 In C. of Boston. — January 22, 1858. at Boston, post
 office, the 22d, 1858. Chas. C. Elliott, Mayor, Chas. F. Tracy.

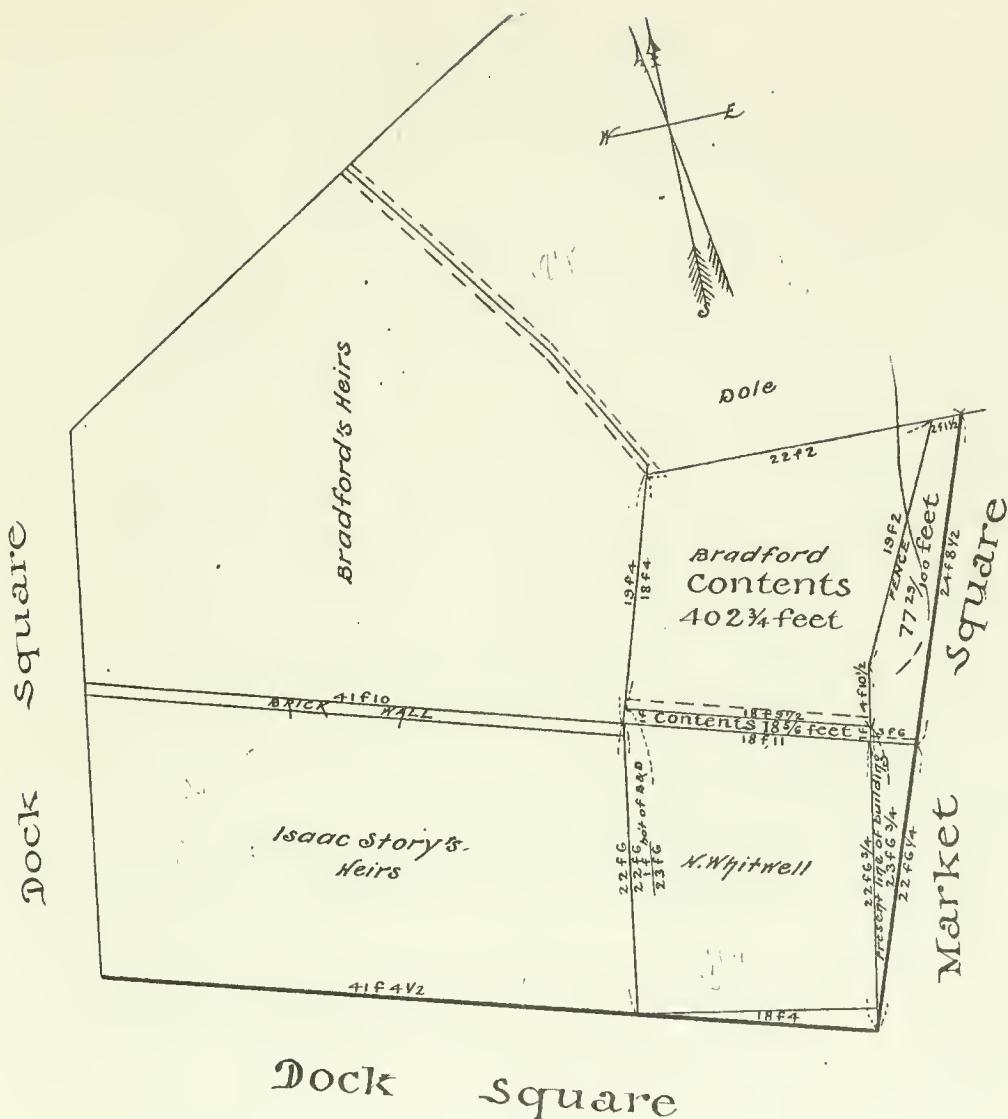
1. W. Wilson, keeper of the Standard Hall to
 the City of Boston, to the Government of Boston

of Newgate street. So by holding Tolls out, the
 Stewar of the City, & the County of Mayfylde and the
 Commonwealth of Engle, & Irland, is the owner of one
 shiff poul, and little Sturge the widow, and Hugh
 Sturge, the son and dauides under the will of
 Hughas Sturge late of Handelsh, in the County of
 Yemanay, deceased, as the comes cash of an unde-
 vided paule of a paule of land in sacredly
 with two manches of linnen standing, bounded sou-
 therly by New Street, Eastwardly by land now man-
 ners of said Sturge, Southwardly by Market square
 formerly so called, and Westwardly by land now
 a late of T - Tolls, deceased. And the said parties
 also claime in like manner to be owners of an other
 to the east of land lying in front of the said man-
 ners, and between them and the Northly line
 of Hall market street. And the said City also
 alleges title to the said last named paule of land
 or to the princiwal part thereof. And an ar-
 gumente have been entered into for the adjustment
 of this and other matters in controversy betwix
 the parties. And in furtherance whereof, it was a-
 greed that the said City should execute and deli-
 ver to them a Deed of release and quit-claim of all
 right, title, and interest which the said City has
 or may have in the said last named paule of
 land, and with, covenants of manerly against
 all claims and demands of all other persons who
 soever, in order that the said parties, their heirs and
 assignes, may be fully protected in building upon
 and in the enjoyment of the said last named land
 without fear of hindrance or molestation.

Know All Men by These Presents, that the said City of Boston, 31.
 in consideration of the premises, and of one dollar,
 and for other valuable considerations, doth hereby
 grant, demise, release and quietus, unto the said
 Hobson, his heirs and assigns, one undivided moiety,
 and unto the said Esther Thayer, and her heirs and
 assigns, one undivided fourth part, and unto the
 said Rufus Thayer, his heirs and assigns, the other
 undivided fourth part of all the right, title and
 interest and estate, which the said City of Boston
 has or can have in or to that parcel of land of
 land lying in front of said warehouse, and
 between the same and the said Seathenly line
 of North Market Street, bounded and measuring
 as follows, by a line drawn Southwardly from the
 middle, and in consequence of the partition
 wall dividing said warehouse from the house
 of the said Hobson, lying Eastwardly thereof to the
 said street: thence by said street till it arrives
 at a point opposite to the middle of the parti-
 tion wall dividing the warehouse of the grantee
 from that now a late of said Pitts, thence to the
 middle of the last named partition wall, and
 thence by the front of said warehouse to the place
 of beginning: together with all privileges and ap-
 pertenances thereto belonging. To HOBSON and to
 RUFUS the granted premises to the said Hobson
 and to the Thayers and Rufus Thayer, their heirs
 and assigns according to the rights, title
 and interest to them respectively granted as aforesaid
 to their sole use and benefit. And to the said City of
 Boston for the convenience of said, doth command

with the said Hobson, Esther Hager and assigns
 their heirs and assigns, that the said parcel of land
 is free of all incumbrances whatsoever, made or
 suffered by the said City, and that no one, person
 whatsoever have any lawful claim, till and unless
 an estate, in, upon or over said land, and that the
 City shall and will forever warrant and defend
 the same to the said Hobson, Esther Hager and An-
 gus Hager, their respective heirs and assigns with
 fullness aforesaid, from and against the lawful
 claims and demands of all persons. In Testi-
 mony whereof, the said City has caused the Corpo-
 rate Seal to be hereunto attached, this fourteenth day
 of September A. D. eighteen hundred and thirty eight
 Sam'l A. Elliot, Mayor, and a seal. Dated, testi-
 monied and delivered in presence of S. F. Mc. Cleary. Suffolk
 Co: Boston, September 14. 1838. The above named
 Samuel A. Elliot, Mayor of the City of Boston do
 hereby acknowledge the foregoing Instrument by him deli-
 vered to be the present and true copy of said City.
 Before me, Samuel F. Mc. Cleary, Not. R. Regis.
 January 28. 1839. at 30 min past 1 P.M. Recd.
 David R. Giggs. Jno H. May & Cinc. Reg'

Southover know all men by these Presents, That
 Corporation that the Southover Corporation, a Corporation
 to establish by the authority of the Commonwealth
 of Massachusetts, in consideration of nine thousand
 six hundred and seventy nine dollars $\frac{7}{8}$ paid by
 David R. Giggs of Boston in the County of Suffolk
 and Commonwealth aforesaid. Michael L. ...
 who of his hands acknowledged, does herein



Original Plan Recorded
With Seal Reg. sub. 642 Fol. 123

A Large Family

A True copy
Henry H. Wilson C.E.

Scale, 10 feet to an inch.

Boston, Jan^y 19th 1853.

Flex. Wadsworth, Surveyor.

the Northwesterly side of the premises bounded by the Westerly with
 the line of part of said fourteenth lot, being fifteen chains and fifty-eight
 links more at the Northwesterly end, and from the corner where the
 property in Somersby is situated line forty-eight chains and forty-four
 links to a stake and stones then running Southwesterly at right-
 angles with the said line fifteen chains and fifty-eight links to a stake
 and stones, from thence running Southwesterly a hundred and one
 chains, the Northwesterly fifteen chains and fifty-eight links -
 to make the Northwesterly fifteen chains and fifty-eight links -
 circle as aforesaid when it is a stake and stones all the land
 contained in the above described lines and distances is in full of the said
 Daniel Blake and his wife of the premises. And the said Ezra Blake
 and Henry Blake their husband. Yeirs shall be utterly excluded
 forever of all land or property, part or share therein by their parents and
 all the remainder of the divided premises lying to the Westward
 Southward of the two last mentioned lines is in full of the part
 share of the premises belonging to the said Ezra Blake & Henry
 Blake their husband. Yeirs: and the said Daniel Blake and his
 wife and sons shall be utterly excluded out of all the land or property
 part or share therein by their parents. In witness whereof
 the said Ezra Blake and his wife have hereunto interchangably
 set their hands this thirtieth day and year first of our Lord
 Ezra Blake and a son. Henry Blake and a son. Samuel Blake
 and Peter and in the presence of Attali, Terminick, & Blake
 Esq. - Buffalo, New York, July 31, 1800. Recd and
 signed the above written instrument to be his free act & deed
 before Joseph Steiner, Esq. - July 31, 1800. Recd and
 according to intent & meaning.

J. C. Goldthwait Regd

Subscribed & Sealed & Delivered this fifth day
 of December in the year of the Reign of our sovereign Lord
 King George the fourth & anno Regni eius & Regni
 Britanniarum & Commonwealth & Ecclesiastice & anno
 Domini MDCCLXVIII. In the year of the birth of Christ
 one thousand seven hundred and fifty-eight years, the year of the

twenty or half a hundred yards thereof, unto the end of the said premises
 Jackson his heirs and assigns forever for the other half of the said
 instant part: and whereon the aforesaid parties have mutually
 consented and agreed to divide and partition the said premises and
 to make division and partition of the same at the said John Postman's
 house and lands where and premises aforesaid are situated
 which is to be and intent and purpose that in the said John Postman
 his heirs and assigns own the said part and the said Jonathan
 Jackson his heirs and assigns own the other part and the residue
 of the said John Postman's part might be reserved
 to the said John Postman and his heirs forever in
 manner and form following: to wit that the said John Postman his
 heirs and assigns should have and enjoy in full
 of his moiety and half part of the aforesaid the said lands
 and premises as in that Southwesterly part thereof divided by a
 line beginning at the middle of the said front running Southwesterly
 to the middle of said. The said line to the back portion of and from
 thence it run northwesterly to the little stone basket to the
 aforesaid dock, then to the southwesterly corner
 and thence; and that the said Jonathan Jackson his heirs
 and assigns should have half the said lands
 and premises on the other side of the aforesaid line as before
 described in full of his moiety and half part thereof respectively.
 The said Jonathan Jackson his heirs and assigns shall have
 his or her estate and interest in the said lands for further compensation
 of the aforesaid division and partition that the said John Postman
 his heirs and assigns be fully satisfied
 and also to release and grant to the said Jonathan Jackson
 his heirs and assigns his or her estate and interest in the said lands
 and premises as it is divided by the said line
 described. So that he with all the other said things to him
 belonging thereunto rights privilages and franchises thereto
 belonging in full of all in the same the whole tract where
 partition is to be made the high white stone to be the partition
 line or line of division between the said John Postman

of in unto the same I have hold of no copy before and Enjpyd
unto him the said Jonathan Jackson his hys wife his wife his
agents in every place we and before you and the said John
Pottman for himself his heirs & executors doth represent
promise and warrant at thine or his return for service to
warrant him self and defend the said Jonathan Jackson
husband & his wife in the quiet and peaceable possession and
enjoyment of the aforesaid Writ and that part of the same
wherein is recited and set out to him against himself his wife
etc in manner aforesaid and all and every other person or persons
lawfully claiming Right there in or therin from before
under him. I the 17th instant of the said John Pottman hath
to this Indenture on his part his hand and seal the day and
year first above written. — John Pottman and a seal. Signed
Sealed and Delivered in the presence of us John Eliot Jacob
People. — Suffolk Esq; Eastern March the 11. 1725. John Pottman
thermally appreved before me the subscriber wrene of his Majestys
Justices of the peace for the County aforesaid & acknowledged
the within written Instrument to be his voluntary Act
and Deed. Sam Echekley. — July 30. 1766. Brevie and
accordingly Entred and Examined. —

J. C. C. Goldthwait Reg'd

Do all I can to the intent and meaning
whereof I shall be bound to the said John, Sir Thomas, Sir John, Sir
the County of Essex in the province of the Kingdom of England, Sir
England Merchant and other Gentlemen of Essex in the County of
Suffolk in said Province Richard and Humphrey his son and heir.
Know ye that with the said John, Sir Thomas, Sir John, Sir
Grand Inquisitor of the Jews of this land as aforesaid
having money to his hand before the sealing day of next month
truly paid to John, Gell and others, for his services
preyess. The receipt whereof he did make unto me, Sir John, and his
Counsel, sealed, confirmed and the original and the other copy are to

In Board of Street Commissioners of the
 City of Boston, November 24, 1925 Ordered: That due notice be given,
 that this Board is of the opinion that, in said city, a public improve-
 ment should be made, consisting of the widening and construction of
 Dock Square, Faneuil Hall Square and adjacent streets, Boston Proper
 district as highways substantially as shown on a plan in the office of
 this Board, that it intends to pass an order for making said improvement
 and that it appoints 11 o'clock A.M. of December 9, 1925 and the office
 of this Board as the time and place for a public hearing in the matter.
 A true copy of an order passed by said Board on said day. ATTEST Joseph
 F. Sullivan Secretary In Board of Street Commissioners of the City of
 Boston December 22, 1925 Ordered That this Board having passed the order
 or notice relating to the public improvement hereinabove described,
 and having caused a copy of said order to be published November 27, 28
 1925 and November 30, December 1, 1925 in the Boston Globe and the Bos-
 ton Transcript two daily newspapers published in the City of Boston,
 and in the City Record of November 28, December 5, 1925 and having given
 the public hearing, notice of which was given in said order and being
 of the opinion that public convenience so requires, does hereby order
 the making in said city of the public improvements shown on a plan,
 marked "City of Boston Dock Sq., Faneuil Hall Sq., Union St., Boston
 Proper July 29, 1925 Wm. J. Sullivan Chief Engineer Street Laying-out
 Dept." deposited in the office of the Street Laying-out Department of
 said city and named bounded and described as follows: The highways
 named Dock Square, Faneuil Hall Square and Union street are hereby
 widened and ordered constructed. For the making of the aforesaid im-
 provement an easement for street purposes is taken in the following
 described land exclusive of trees or structures standing upon or affixed
 thereto: A parcel of land supposed to belong to Herbert M. Sears et al
 Trustees situated on Washington street and Dock square bounded: South-
 westerly by Washington street, forty-four and 50/100 feet; northwest-
 erly by other land supposed to belong to said trustees, twenty-one and
 74/100 feet; northeasterly by the same five and 11/100 feet; north-
 westerly by the same seven and 37/100 feet; northeasterly by the same
 thirty one and 51/100 feet; acrutheastly by Dock Square as said square
 existed at the time of the passage of this order, by two measurements,
 eleven and 32/100 feet and twenty-one and 87/100 feet; southwesterly
 by the same six and 87/100 feet; containing thirteen hundred and eight
 six square feet more or less. A parcel of land supposed to belong to
 Herbert M. Sears et al Trustees situated on Dock square bounded: South-

SEARS
 et al Pro.
 et al

tc

CITY OF
 BOSTON

See
 7030-21

4/1/51
 361

easterly by Dock square as said square existed at the time of the passage of this order, twenty-three and 60/100 foot; southwesterly by other land supposed to belong to said trustees thirty-one and 51/100 feet; southeasterly by the same seven and 57/100 feet; southwesterly by the same five and 11/100 feet; northwesterly by the same twenty-six and 52/100 feet and northeasterly by the same nineteen and 26/100 feet containing five hundred and fifty-five square feet more or less. A parcel of land supposed to belong to Herbert M. Sears et al Trustees situated on Dock Square bounded Southasterly by Dock square as said square existed at the time of the passage of this order, seventeen and 88/100 feet; southwesterly by other land supposed to belong to said trustees nineteen and 26/100 feet; northwesterly by the same twenty-one and 6/100 feet; northeasterly by land supposed to belong to Pauline S. Feno et al Trustees five and 10/100 feet; containing two hundred and fifteen square feet more or less. A parcel of land supposed to belong to Pauline S. Feno et al Trustees bounded: Southeasterly by Dock square as said square existed at the time of the passage of this order six and 43/100 feet; southwesterly by land supposed to belong to Herbert M. Sears et al Trustees five and 10/100 feet; northwesterly by other land supposed to belong to Pauline S. Feno et al Trustees seven and 59/100 feet; containing sixteen square feet more or less. A parcel of land supposed to belong to Augustus Hemenway et al Trustees, situated on Dock Square bounded Southasterly by Dock square as said square existed at the time of the passage of this order forty-one and 25/100 feet; southwesterly by the same twenty-two and 50/100 feet; northwesterly by other land supposed to belong to said trustees, forty-one and 25/100 feet; and northeasterly by the same twenty-two and 50/100 feet; containing nine hundred and twenty-three square feet more or less. A parcel of land supposed to belong to Augustus Hemenway et al Trustees situated on Dock square and Bancuit Hall square bounded: Easterly by Bancuit Hall square as said square existed at the time of the passage of this order eleven and 2/100 feet; southasterly by other land supposed to belong to said trustees twenty-two and 33/100 feet; northeasterly by the same one foot; southasterly by the same forty-one and 25/100 feet; southwesterly by Dock Square as said square existed at the time of the passage of this order eighteen and 95/100 feet; northwesterly by the same twenty-nine and 50/100 feet; northeasterly by land supposed to belong to Moses Shapiro by two measurements nine-tenths and 20/100 feet and thirteen and 40/100 feet; northeasterly by the same eight and 20/100 feet; and northeasterly by the same twenty-

three and 25/100 feet; containing fifteen hundred and sixty square feet more or less. A parcel of land supposed to belong to Moses Shapiro, situated on Dock square and Faneuil Hall square bounded: Easterly by Faneuil Hall square as said square existed at the time of the passage of this order, twelve and 60/100 feet; southeasterly by land supposed to belong to Augustus Hemenway et al Trustees twenty-three and 25/100 feet; southwesterly by the same eight and 29/100 feet; southwesterly by the same by two measurements thirteen and 40/100 feet and nineteen and 20/100 feet; northwesterly by Dock square as said square existed at the time of the passage of this order twenty-three and 60/100 feet; northeasterly by land supposed to belong to Bentley W. Warren Trustee, forty-six and 60/100 feet; and southeasterly by Faneuil Hall square, as said square existed at the time of the passage of this order 57/100 feet; containing ten hundred and ninety-seven square feet more or less. A parcel of land supposed to belong to Bentley W. Warren Trustee, situated on Dock square and Faneuil Hall square bounded: southeasterly by Faneuil Hall square as said square existed at the time of the passage of this order, eighteen and 73/100 feet; southwesterly by land supposed to belong to Moses Shapiro forty-six and 60/100 feet; northwesterly by Dock square as said square existed at the time of the passage of this order twenty-three and 60/100 feet; and northeasterly by unnamed street as said street existed at the time of the passage of this order, fifty-six and 53/100 feet; containing ten hundred and thirty-nine square feet more or less. A parcel of land supposed to belong to Augustus Hemenway et al Trustees situated on Dock square and Faneuil Hall square bounded: Northeasterly by Faneuil Hall square as said square existed at the time of the passage of this order, twenty-three and 50/100 feet; southeasterly by Dock square as said square existed at the time of the passage of this order eighteen and 33/100 feet; southwesterly by other land supposed to belong to said Trustees, twenty-three and 50/100 feet; and northwesterly by the same twenty-two and 33/100 feet; containing four hundred and seventy-eight square feet more or less. A parcel of land supposed to belong to Anna M. Barry situated on Exchange Street and Dock square bounded: Northwesterly by Dock square as said square existed at the time of the passage of this order, thirty-three and 90/100 feet; northeasterly by land supposed to belong to William J. Stober thirty-three and 54/100 feet; southwesterly by other land supposed to belong to said Barry thirty-eight and 95/100 feet; and westerly by Exchange Street as said street existed at the time of the passage of this order, ten feet; containing seven hundred and forty one square feet more or less.

A parcel of land supposed to belong to William J. Stober situated on Dock square bounded: Northwesterly by Dock square as said square existed at the time of the passage of this order, twenty and 5/100 feet; north-easterly by land supposed to belong to Federal Development Co., forty-seven and 7/100 feet; southwesterly by other land supposed to belong to the said Stober, twenty-two and 15/100 feet; and westerly by land supposed to belong to Anna M. Barry thirty-three and 54/100 feet; containing seven hundred and ninety three square feet more or less. A parcel of land supposed to belong to Federal Development Co., situated on Dock square and Faneuil Hall square bounded: Northwesterly by Faneuil Hall square as said square existed at the time of the passage of this order, by two measurements forty-three and 95/100 feet and twenty-three and 48/100 feet; northwesterly by Dock square as said square existed at the time of the passage of this order, forty-one and 12/100 feet; westerly by the same 21/100 feet; northwesterly by the same fifteen and 56/100 feet; westerly by land supposed to belong to William J. Stober, forty-seven and 7/100 feet; southwesterly by other land supposed to belong to Federal Development Co., thirty seven and 81/100 feet; easterly by land supposed to belong to Massachusetts Hospital Life Insurance Co., eleven and 80/100 feet and southeasterly by the same by two measurements twenty-five feet and three and 18/100 feet; containing thirty-eight hundred and nine square feet more or less. A parcel of land supposed to belong to Massachusetts Hospital Life Insurance Co., situated on Faneuil Hall square bounded: Northerly by Faneuil Hall square as said square existed at the time of the passage of this order fifteen and 5/100 feet easterly by other land supposed to belong to said company twenty-three and 57/100 feet; southwesterly by the same forty and 22/100 feet; westerly by land supposed to belong to Federal Development Co., eleven and 80/100 feet; and northwesterly by the same by two measurements twenty-five feet and three and 18/100 feet containing six hundred and eighty-eight square feet more or less. A parcel of land supposed to belong to Massachusetts Hospital Life Insurance Co., situated on Faneuil Hall square and Change avenue bounded: Northerly by Faneuil Hall square as said square existed at the time of the passage of this order, twenty five feet; easterly by Change avenue as said avenue existed at the time of the passage of this order twenty-nine and fifty-five/100 feet; southwesterly by other land supposed to belong to said company twenty-seven and 24/100 feet and westerly by the same twenty-three and 57/100 feet containing six hundred and eighty-seven square feet more or less. A parcel of land supposed



to belong to the President and Fellows of Harvard College situated on Faneuil Hall square, Corn court and Change avenue bounded: Northerly by Faneuil Hall square as said square existed at the time of the passage of this order, twenty six and 96/100 feet; easterly by Corn court as said court existed at the time of the passage of this order, twenty four and 98/100 feet; southerly by other land supposed to belong to said President and Fellows of Harvard College twenty-seven and 50/100 feet; and westerly by Change avenue as said avenue existed at the time of the passage of this order, twenty-five and 17/100 feet; containing six hundred and eighty-two square feet more or less. A parcel of land supposed to belong to Moses Shapiro situated on Faneuil Hall square and Corn court bounded: Northerly by Faneuil Hall square as said square existed at the time of the passage of this order, twenty-three and 60/100 feet; easterly by land supposed to belong to John F. Cronin twenty-four and 99/100 feet; southerly by other land supposed to belong to said Shapiro twenty three and 33/100 feet and westerly by Corn court as said court existed at the time of the passage of this order twenty-four and 56/100 feet; containing five hundred and eighty one square feet more or less. A parcel of land supposed to belong to John F Cronin situated on Faneuil Hall square bounded: Northerly by Faneuil Hall square as said square existed at the time of the passage of this order, thirty-two and 25/100 feet; easterly by land supposed to belong to William J. Stober, by two measurements twelve and 37/100 feet and thirteen and 41/100 feet; southerly by other land supposed to belong to said Cronin thirty-one and 82/100 feet and westerly by land supposed to belong to Moses Shapiro, twenty-four and 99/100 feet containing eight hundred and eight square feet more or less. A parcel of land supposed to belong to William J. Stober situated on Faneuil Hall square bounded Northerly by Faneuil Hall square as said square existed at the time of the passage of this order, twenty four and 15/100 feet; easterly by land supposed to belong to Massachusetts General Hospital twenty-three and 91/100 feet; southerly by other land supposed to belong to said Stober twenty-four and 69/100 feet; and westerly by land supposed to belong to John F. Cronin by two measurements thirteen and 41/100 feet and twelve and 44/100 feet; containing six hundred and nine square feet more or less. A parcel of land supposed to belong to Massachusetts General Hospital, situated on Faneuil Hall square bounded Northerly by Faneuil Hall square as said square existed at the time of the passage of this order nineteen and 23/100 feet; easterly by the same nineteen and 64/100 feet; southerly by other land supposed to belong to said hospital sixteen and 70/100

feet and westerly by land supposed to belong to William J. Steber, twenty-three and 91/100 feet; containing three hundred and eighty-four square feet more or less. A parcel of land supposed to belong to Heirs of James D. Casey situated on Faneuil Hall square unnamed street and North street bounded: Northerly by North Street as said street existed at the time of the passage of this order, thirty and 83/100 feet; easterly by other land supposed to belong to said Heirs, fifty one and 48/100 feet; southerly by Faneuil Hall square as said square existed at the time of the passage of this order nine and 26/100 feet; and westerly by unnamed street, as said street existed at the time of the passage of this order, fifty and 23/100 feet; containing nine hundred and sixty-eight square feet more or less. A parcel of land supposed to belong to Charles F. Adams 2d et al Trustees of the Boston Real Estate Trust situated on North street and Union street bounded Westerly by Union street as said street existed at the time of the passage of this order, ninety-two and 32/100 feet; southwesterly by a curved line forming the junction of Union and North streets as said street existed at the time of the passage of this order, twenty-two and 2/100 feet on a curve of fifteen feet radius; southerly by North street as said street existed at the time of the passage of this order, fourteen and 6/100 feet; and easterly by other land supposed to belong to said Trustees one hundred and five and 35/100 feet; containing fourteen hundred and forty-eight square feet more or less. REMOVAL OF OBSTRUCTIONS Trees or structures standing upon or affixed to the aforesaid described lands, shall be removed therefrom within sixty days following the notice of the city's intention to enter upon said lands for the purpose of constructing said improvement. Said Dock square as hereby widened is bounded and described as follows: Westerly by Washington street by two measurements forty-four and 50/100 feet and eighty one and 50/100 feet southerly by the southerly line of said Dock square as hereby widened by three measurements twenty-six and 87/100 feet, twenty-four and 15/100 feet and ninety eight and 91/100 feet; easterly by the easterly line of said Dock square as hereby widened by two measurements one hundred nine and 50/100 feet and forty-seven and 12/100 feet; southeasterly by the southeasterly line of said Dock square as hereby widened by two measurements nineteen and 30/100 feet and sixty one feet; easterly by the easterly line of said Dock square as hereby widened eighty-three and 41/100 feet; northwesterly by the northweste- rly line of said Dock square as hereby widened by two measurements fourteen and 6/100 feet and ninety-nine feet westerly by the westerly

line of said Dock square as hereby widened by three measurements twenty eight and 57/100 feet seventy-one and 20/100 feet and eleven and 55/100 feet and northerly by the northerly line of said Dock square as hereby widened seventy-six and 91/100 feet Said Faneuil Hall square as hereby widened is bounded and described as follows: Southerly by the southerly line of Faneuil Hall square as hereby widened by two measurements seventy-three and 59/100 feet and one hundred forty one and 84/100 feet westerly by the westerly line of said Faneuil Hall square as hereby widened two and 49/100 feet; southerly by the south-erly line of said Faneuil Hall square as hereby widened twenty-two and 98/100 feet; easterly by the easterly line of said Faneuil Hall square as hereby widened two hundred twenty-four and 36/100 feet; northerly by the northerly line of said Faneuil Hall square as hereby widened, one hundred ninety one and 56/100 feet; northwesterly by the northwest-erly line of said Faneuil Hall square as hereby widened, by two measure-ments, sixty one feet and nineteen and 30/100 feet and westerly by the westerly line of said Faneuil Hall square as hereby widened by two measurements forty-seven and 12/100 feet and one hundred nine and 50/100 feet Said Union street as hereby widened is bounded and described as follows: Westerly by the easterly line of said Union street as it at present exists, ninety-two and 32/100 feet southwesterly by the north-easterly line of said Union street as it at present exists, twenty-two and 2/100 feet on a curve of fifteen feet radius southerly by the north-erly line of North street as it at present exists, fourteen and 6/100 feet and easterly by the easterly line of said Union street as hereby widened one hundred five and 35/100 feet BETTERMENTS Betterments are to be assessed for the making of the aforesaid improvement. ORDERED That this board estimates that the parcels of land herein specifically re-ferred to and the lands in the areas hereinafter described will receive benefit or advantage beyond the general advantage to all real estate in said city from the making of the aforesaid improvement; All the land in the area bounded by Washington street Elm street and Dock square as said square is widened hereunder The land in the estates numbered 2-26 (inclus-ive) on the southwesterly side of Friend street; the land in the es-tates numbered 2-8 (inclusive) on the westerly side of Union street; the land in the estates numbered 50-64 (inclusive) on the northcasterly side of Elm street. The land in the estates numbered 1-15 (inclusive) on the nortneasterly side of Friend street; and the land in the estates num-bered 14-30 (inclusive) on the westerly side of Union street. All the land in the area bounded by North Street, Blackstone street, Creek square

Salt Lane, Union street and the part of Union street widened hereunder. All the land abutting the northwest side of that part of North street lying between Blackstone street and Cross street; also the land in the estate next the parcel at the corner of North street, Blackstone street and North Centre street bounded by Blackstone street and North Centre street. All the land in the area bounded by Faneuil Hall square, Merchants Row, North street and Dock square as said Dock square is widened hereunder. All the land in the area bounded by North Market street, Commercial street, Clinton street and Merchants Row. All the land in the area bounded by Clinton street, Blackstone street, North street and Merchants Row. All the land in the area bounded by Blackstone street, Fulton street, John street and North street. All the land in the area bounded by John street, Fulton street Barrett street and North street. All the land in the area bounded by Barrett street Fulton street, Cross street and North street. All the land in the area bounded by Clinton street Commercial street Cross street and Fulton street. The land situated at the corner of Washington street and Devonshire street now or formerly owned by Susan H Taylor. The land in the two estates fronting on that part of Dock square as widened hereunder lying between Devonshire street and Exchange street. The land in the estates on that part of Dock square and Faneuil Hall squares as widened hereunder lying between Exchange street and Corn court including only that portion of the land in the estate of the Massachusetts Hospital Life Insurance Company shown on said plan as containing 2513 square feet and 1367 square feet also the land in the estate of William J. Stober on the easterly side of Exchange street next the corner of Dock square as said square is widened hereunder. All the land in the area bounded by Corn court Faneuil Hall square as widened hereunder Faneuil Hall square and Merchants Row. All the land abutting the southerly side of Chatham street, between Merchants Row and Commercial street. All the land in the area bounded by Chatham street Commercial street, South Market Street and Merchants Row. All the land abutting the easterly side of that part of Commercial street, lying between Congress street and South Market street All the land abutting the easterly side of that part of Commercial street, lying between South Market street and Clinton street. All the land abutting the southeasterly side of that part of Commercial street, lying between Clinton street and the estate numbered 83 on said Commercial street. All the land in the area bounded by South Market street, Commercial street North Market street and Merchants Row. (Faneuil Hall Market) and all the land in the area bounded by the four sides of Faneuil Hall square as

said square is widened, whereunder (Faneuil Hall) ORDERED that this Board estimates that the following parcels of land as shown on a plan marked "City of Boston Dock Sq., Faneuil Hall Sq. Union St., Boston Proper Assessment plan September 15, 1925 Wm. J. Sullivan Chief Engineer Street Laying out Department" on file in said department will receive benefit or advantage beyond the general advantage to all real estate in said city from the making of the aforesaid improvement each to the amount hereinafter respectively set against it

Lot 1	Fifty Associates	\$5,572
lot 2	Herbert M. Sears Tr.	2,656
lot 3	Herbert M. Sears. Tr.	5,230
lot 4	Herbert M. Sears Tr.	6,410.
lot 5	Pauline S. Fenno et al Trs.	7,070.
lot 6	Pauline S. Fenno et al Trs.	6,750
✓ lot 7	William J. Stober	2,065
lot 8	William J. Stober	4,036
lot 9	Harry H. Ham et al trs.	4,336
lot 10	Fifty Associates	5,960
lot 11	Fifty Associates	4,730
lot 12	Fifty Associates	5,115
lot 13	Fifty Associates	3,672
lot 14	Fifty Associates	4,325
lot 15	Fifty Associates	3,415
lot 16	Fifty Associates	3,660
lot 17	Simon Barnard	3,240
lot 18	Franklin Dexter Hrs.	3,123.
lot 19	Michael F. Foley	7,556
lot 20	Fifty Associates	5,416.50
lot 21	Fifty Associates	2,036
lot 22	Fifty Associates	3,403
lot 23	Fifty Associates	4,890
lot 24	Fifty Associates	3,770
lot 25	Boston Real Estate Trust	25,144
lot 26	Wm. F. Handschumacher	7,982.50
lot 27	Robert H. Gardiner et al Trs.	3,250.
lot 28	Lawrence Minot et al Trs.	4,903
lot 29	Charles E. Brown	\$ 3,820
lot 30	Fred F. Squire et al Trs.	8,000
lot 31	Frank M. Wattendorf	2,293
lot 32	Heirs of John P. Squire	6,000

Boston January 2, 1926. Then personally appeared the above named G. Augustus Holzman and Joseph Paul and acknowledged the foregoing instrument to be their free act and deed, before me, Reuben S. Wyner, Justice of the Peace - My commission expires Sept. 2, 1932. ----- January 4, 1926 at two o'clock and five minutes P.M. Received, Entered and Examined. -----

KNOW ALL MEN BY THESE PRESENTS that I, William J. Stober of Boston, County of Suffolk Commonwealth of Massachusetts in consideration of seventy nine thousand nine hundred dollars to me this day paid by the City of Boston in the Commonwealth of Massachusetts the receipt whereof is hereby acknowledged do hereby give, grant, bargain sell and convey to the said City of Boston and its assigns forever a certain parcel of land with the buildings thereon situate on the southerly side of Faneuil Hall Square Boston Proper, bounded and described as follows: Northerly by said Faneuil Hall Square as said Faneuil Hall Square existed prior to the passage of a Resolve and Order hereinafter mentioned, twenty four and 15/100 feet; easterly by land of the City of Boston supposed to belong prior to the passage of said Resolve and Order to the Massachusetts General Hospital twenty three and 91/100 feet; southerly by the southerly line of said Faneuil Hall Square as said Square was established by said Resolve and Order twenty four and 69/100 feet; westerly by land of the City of Boston, supposed to belong prior to the passage of said Resolve and Order to John F. Cronin by two measurements, the first being thirteen and 41/100 feet, the second measurements being twelve and 44/100 feet, containing 609 square feet, more or less. The above described premises are numbered two, three and four in the numbering of said Faneuil Hall Square. And the above consideration is accepted by the grantors pro tanto under provisions of General Laws, Chapter 79, Section 39, without prejudice of any right of the grantors to have any remaining damages caused by the taking hereinafter mentioned assessed by the proper tribunal. And for the above named consideration I do also hereby give and grant unto the said City of Boston the right to slope or bank the filling where required for grading Faneuil Hall Square to the established grade thereof, upon my remaining land abutting upon said Faneuil Hall Square and do also for myself and my heirs, executors, administrators and assigns covenant and agree with the said City of Boston, that I will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to

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to
CITY OF BOSTON

Notary Public
Massachusetts
1926

John F. Cronin

build or maintain a retaining wall or bulkhead to support such filling or to support the bank on either side of said Faneuil Hall Square, where cutting down is required for such grading, and further that I will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon my said remaining land abutting upon said Faneuil Hall Square in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon line of my said remaining land abutting upon the said Faneuil Hall Square. The described premises are shown together with a profile of the proposed grade of said Faneuil Hall Square on a plan signed by Wm. J. Sullivan Chief Engineer, Street Laying-out Dept. dated July 29, 1925, and deposited in the office of the Board of Street Commissioners of said City of Boston and the aforesaid plan is marked "August 26, 1925, approved under c. 353 Acts of 1925, Boston City Planning Board, by Frederick H. Fay, Chairman." The above granted premises were taken and the grade of said Faneuil Hall Square was established in accordance with said profile by a Resolve and Order of the Board of Street Commissioners of the City of Boston to widen Faneuil Hall Square Dock Square and Union Street passed December 22, 1925, reference to which is hereby had, and are to be used for the purposes of a public street of said City of Boston and the above consideration has been received in satisfaction and discharge of claims and demands for damages, costs, expenses and compensation by reason of said taking and of the grading of said Faneuil Hall Square to the grade aforesaid pro tanto as aforesaid. And I do for myself and my heirs, executors and administrators, covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages costs, expenses or compensation for or on account of the granted premises or the taking thereof, or the grading of said Faneuil Hall Square, so far as such grading affects my land abutting upon said Faneuil Hall Square TO HAVE AND TO HOLD the aforesigned premises to the said City of Boston its successors and assigns in fee simple forever. And I, the said William J. Stober for myself and my heirs, executors, and administrators do covenant with the said City of Boston and its assigns that I am lawfully seized in fee of the aforesigned premises; that they are free from all incumbrances except said taking; that I have good right to sell and convey the same to the said City of Boston

and its assigns forever as aforesaid; and that I will and my heirs executors and administrators shall warrant and defend the same to the City of Boston and its assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid I, Josephine E. Stober, wife of the said William J. Stober do hereby release unto said City of Boston its successors and assigns all right of dower and homestead exemption in the granted premises and all other rights and interests therein. IN WITNESS WHEREOF we the said Josephine E. Stober and William J. Stober have hereunto set our hands and seals this fourth day of January in the year of our Lord one thousand nine hundred and twenty six. William J. Stober, and a seal. Josephine E. Stober, by William J. Stober Attest. Power duly recorded Lib. 3761 page 241, and a seal. COMMONWEALTH OF MASSACHUSETTS Suffolk co. January 4, 1926. Then personally appeared the above named William J. Stober and acknowledged the foregoing instrument to be his free act and deed, before me, Francis T. Hunnington, Justice of the Peace My commission expires January 18, 1927. - - - Approved John H. Dunn, Acting Corporation Counsel. ----- January 4, 1926 at two o'clock and five minutes P.M. Received, Entered, and Examined. -----

 I, William J. Stober of Boston, Suffolk County Massachusetts, for consideration paid, grant to Abram Lipp of Brookline, County of Norfolk Massachusetts, with MORTGAGE COVENANTS to secure the payment of thirty five thousand (\$35,000) dollars on demand with six (6) per centum interest per annum payable monthly as provided in my note of even date, the land is Boston, A certain parcel of land with the buildings thereon situated and numbered 27 and 28 Dock Square Boston, Mass. described as follows: Northerly on the new line of Dock Square as established by order of the Board of Street Commissioners of said Boston dated December 22, 1925, for the widening and construction of Dock Square Franklin Hall Square and Union Street 22.15 feet; westerly in part on land now or formerly of Ingalls and in part by land now or formerly of Leeds by two lines, one measuring 16.42 feet, the other measuring 32.31; southerly on land now or formerly of George Howe or late of Whittier 12.833 feet; easterly on land now or formerly of Galloupe by two lines one measuring 35.77 feet more or less, the other measuring 6.43 feet, containing 1262.82 square feet of land or however otherwise said premises may be bounded, measured or described and be any or all of said measurements more or less. Meaning and intending to convey and hereby conveying the same premises conveyed

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KNOW ALL MEN BY THESE PRESENTS THAT

BARRY et al

we, Alice E. Barry, Charles F. Barry, Anna M. Barry, all unmarried, and William J. Barry and Mrs. Anna M. Barry, husband and wife and joint tenants, all of Boston, in the County of Suffolk and Commonwealth of Massachusetts, In consideration of One Dollar (\$1.00) and other good and valuable considerations to us paid by the City of Boston in the Commonwealth of Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant, to the said City of Boston and its assigns forever a certain parcel of land on the northeasterly side of Exchange Street at the corner of Dock Square, as said Exchange Street existed before the passage of the Resolve and Order hereafter mentioned, bounded and described as follows:- Northerly by Dock Square as shown on plan hereafter mentioned, thirty-four and 1/100 (34.01) feet; Northeasterly by the northeasterly line of Exchange Street as relocated under said Resolve and Order, eighteen and 38/100 (18.38) feet; being the abutting line of other land of grantors, Southeasterly by land of the City of Boston, now within the limits of Exchange Street, shown on said plan as belonging prior to the relocation of said Exchange Street under said Resolve and Order to Arthur W. Krey, thirty and 67/100 (30.67) feet; Southwesterly by the northeasterly line of Exchange Street, as it existed before its relocation under said Resolve and Order, thirty-four and 87/100 (34.87) feet; Containing 824 square feet be said bounds or contents more or less. And for the above named consideration we do also hereby give and grant unto the said City of Boston the right to slope or bank the filling, where required for grading Exchange Street to the established grade thereof, upon our remaining land abutting upon said street, and do also, for ourselves and our heirs, executors, administrators and assigns, covenant and agree with the said City of Boston that we will not and they shall not make or have any claim or demand against said City for damages in consequence of the omission by said City to build or maintain a retaining wall or bulkhead to support such filling, or to support the bank on either side of said Exchange Street, where cutting down is required for such grading, and further that we will not and they shall not remove or permit to be removed by any person other than the officers or agents of said City any portion of the filling placed or sloped upon our said remaining land abutting upon said Exchange Street in grading the same as aforesaid, unless a retaining wall or bulkhead to support said filling shall be built upon the line of our said remaining land abutting upon said street. The described premises are shown together with a profile of the proposed grade of said Exchange Street on a plan signed

CITY OF BOSTON

to

by Wm. J. Sullivan, Chief Engineer, Street Laying-Out Dept., dated October 2, 1928, and deposited in the office of the Board of Street Commissioners of said City of Boston. The above-granted premises were taken, and the grade of said Exchange Street was established in accordance with said profile, by a Reaeve and Order of the Board of Street Commissioners of the said City of Boston to widen Exchange street, passed June 28, 1929, reference to which is hereby had, and are to be used for the purposes of a public street of said City of Boston; and the above consideration has been received in full satisfaction and discharge of all claims and demands for damages, coats, expenses and compensation by reason of said taking and of the grading of said Exchange Street to the grade aforesaid. And we do, for ourselves, our heirs, executors and administrators, covenant and agree to and with the said City of Boston and its assigns to indemnify and forever save harmless the said City of Boston and its assigns against any and all claims and demands of any person or persons whatsoever for damages, coats, expenses, or compensation for or on account of the granted premises, or the taking thereof, or the grading of said Exchange Street, so far as such grading affects our land abutting upon said street. TO HAVE AND TO HOLD the aforegranted premises to the said City of Boston its successors and assigns, in fee simple forever. And we, the said grantors, for ourselves and our heirs, executors and administrators, do covenant with the said City of Boston and its assigns that we are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances made or suffered by us except said taking; that we have good right to sell and convey the same to the said City of Boston and its assigns forever as aforesaid; IN WITNESS WHEREOF we, the said Alice E. Barry, Charles F. Barry, Anna M. Barry, all unmarried, and William J. Barry and Mrs. Anna M. Barry, have hereunto set our hands and seals this 8th day of August in the year of our Lord one thousand nine hundred and thirty. Alice E. Barry by William J. Barry Atty in fact and a seal. Miss Anna M. Barry by William J. Barry Atty in fact and a seal. Mrs. Anna M. Barry by William J. Barry Atty in fact and a seal Charles F. Barry by William J. Barry Atty in fact and a seal William J. Barry and a seal. COMMONWEALTH OF MASSACHUSETTS Boston Suffolk, sa. Aug. 8 1930 Then personally appeared the above-named William J. Barry and acknowledged the foregoing instrument to be his free act and deed, Before me, J. Wallace Mahony Notary Public My commission expires August 21 1936 Approved, Samuel Silverman Corporation Counsel----- August 11, 1930 At two o'clock and forty-one minutes P. M. Received,

THE COMMONWEALTH OF MASSACHUSETTS
CITY OF BOSTON

7030 23

20A

This is to certify that the rates and charges for which a lien ~~liens~~ established under General Laws, Chapter 40, Sections 42A and 42B, and recorded in the Suffolk Registry of Deeds as specified below, attached to the hereinafter described real estate, have, together with interest and costs thereon, been paid or legally abated.

Location: 1 Dock Square Ward: 3

Book	Page	Owner Named in Statement of Lien
4621	1	David Sears & C. Trust
	1	

11/8/55, 19 Peter H. Rogers
Assistant Collector-Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

JAN 18 1955

SUFFOLK, ss.

BOSTON, 19

Then personally appeared before me the person signing as the Assistant Collector-Treasurer for the City of Boston, and personally known to me to be such, and made oath that the above statement by him subscribed is true.

John B. Precey
Notary Public.

Jan. 31, 1955. At 12 o'clock & 48 mins. P.M. Rec'd. Ent'd. & Exam'd. - 61

This form approved by the Commissioner of Corporations and Taxation.

431-10-54.

431-26-31

W H S J W

Know all Men by these Presents

That Phillip L. Price, Jr., G. F. L. ey Anderson and John H. Codd Jr.,
Trustees of the David Sears and Elsie C. Trust under a Declaration of
Trust dated July 29, 1949, recorded with Suffolk Deeds, Book 1891,
Page 575 as amended by instrument dated June 21, 1955, recorded with
said Deeds Book 3056, Page 361
acting herein by virtue and in execution of the power and authority to them given in and by
said Declaration of Trust
and of every other power and authority them hereto enabling for consideration paid,

hereby grant unto Eleanor G. Scaldini of Boston, Suffolk County, Massachusetts,
a certain parcel of land with the buildings thereon now known as 1-5 Dock Square and 120-134 Washington Street in said Boston, Massachusetts, and described as follows:

SOUTHERLY by Dock Square sixty-nine and 32/100 (69.32) feet,
WESTERLY on Washington Street fifty-one and 10/100 (51.10) feet,
NORTHERLY, EASTERLY, NORTHEASTERLY, NORTHWESTERLY, SOUTHEASTERLY and NORTHWESTERLY by land now or formerly
of Fifty Associates by seven lines measuring respectively four and 75/100 (4.75) feet, one and 25/100 (1.25) feet, four and 1/100 (1.01) feet,
three (3) feet, twelve and 50/100 (12.50) feet,
four and 21/100 (4.21) feet and thirteen and 30/100 (13.30) feet
NORTHEASTERLY by land now or formerly of Harry H. Hem et al
Trustees and land now or formerly of Pauline S.
Fenno et al Trustees, nineteen and 92/100 (19.92) feet,
NORTHWESTERLY by said Fenno land 32/100 (0.32) of a foot,
NORTHEASTERLY by the same, twenty-one and 02/100 (21.02) feet,
SOUTHEASTERLY by the same, 16/100 (0.16) of a foot,
NORTHEASTERLY by the same, forty-three and 24/100 (43.24) feet.

Deed Stamps affixed and
Ass. Deed sum c. \$2.95

Being the premises conveyed to the Trustees of the David Sears Real Estate Trust by the following Deeds, Deed of William Minot, Jr., dated July 1, 1889, and recorded with Suffolk Deeds, Book 1894, Page 568, and Deed of William J. Stober, dated April 30, 1907, recorded with said Deeds, Book 3206, Page 453, except so much thereof as was taken by the Street Commissioners of the City of Boston by Order dated November 24, 1925, approved by the Mayor on December 22, 1925, and recorded with said Deeds, Book 4751, Page 361.

Or however otherwise said premises may be bounded or described and be all or any of said measurements more or less.

Said premises are hereby conveyed subject to existing leases and tenancies and to taxes to be assessed thereon as of January 1, 1955, which taxes the Grantee, by the acceptance hereof, assumes and agrees to pay.

Witness our hands and seals this thirty-first day of January A.D. 1955.

the United States and Massachusetts stamps required by law having been affixed hereto and cancelled.

Philip H. Theopold
O'Reilly, Ladd & Co.

John H. Graney

Trustees as aforesaid but not individually
Commonwealth of Massachusetts

Suffolk

ss.

January 31st A.D. 1955.

Then personally appeared

the above-named Philip H. Theopold

and acknowledged the foregoing instrument to be free act and deed as
as aforesaid.

Before me,

My commission expires Aug 30, 1956

Jan. 31, 1955. At 12 o'clock & 48 mins. P.M.
Rec'd. Ent'd. & Exam'd. - 62

✓

John P. Conchon and Frances J. Conchon, husband and wife,

as successors by the entirety, both

of Boston

Suffolk County, Massachusetts

being unmarried, for consideration paid, grant to Margaret H. Graney

of Waltham, Middlesex County

with quitclaim covenants

the land in

(Description and encumbrances, if any)

A certain parcel of land with the buildings thereon, now numbered 32 Brookside Avenue, situated in the Jamaica Plain District of Boston, Suffolk County, Massachusetts, said parcel being lot numbered 58 on a plan of Forest Hills Associates, recorded with Suffolk Deeds, Book 256, Page 76, said lot being bounded and described according to said plan, as follows:

NORTHERLY by Brookside Avenue, thirty-two (32) feet;
EASTERLY by lot 59 on said plan, sovnty-five (75) feet;
SOUTHERLY by lots 37 and 38 on said plan, thirty-two (32) feet;

other fixtures of whatever kind and nature at present contained in said buildings, and hereinafter placed therein prior to the full payment and discharge of this mortgage. In case of a foreclosure sale or assignment by this mortgagee, this grantee is hereby appointed the attorney irrevocably of the grantor to make an assignment of all the Insurance Policies on the buildings, on the land covered by this mortgage, or collect all money due on such Insurance Policy or Policies if the same are cancelled. This mortgage is upon the Statutory Condition, for any breach of which the mortgagee shall have the Statutory Power of Sale. The property is conveyed subject to the following encumbrances. I, Louis T. Luzio husband of said mortgagor release to the mortgagee all rights of tenancy by the courtesy and all other rights and interests in the mortgaged premises. WITNESS our hands and seals this Ninth day of February 1929. Louis T. Luzio, Mary E. Luzio, and each a seal. Witness: D. G. Hill. COMMONWEALTH OF MASSACHUSETTS NORFOLK, SS. February 9, 1929. Then personally appeared the above-named Mary E. Luzio and acknowledged the foregoing instrument to be her free act and deed, before me Don Gleason Hill Justice of the Peace. My commission expires Sept. 26, 1930.----- February 9 1929. At eleven o'clock and forty minutes A.M. Received, Entered and Examined.-----

RATSHESKY
et al TRS.

to

SPINNEY

KNOW ALL MEN BY THESE PRESENTS THAT We, ABRAM C. RATSHESKY of Boston; ISAIAH R. CLARK of Cambridge and EDMUND J. CASEY, of Brookline, all in the Commonwealth of Massachusetts, TRUSTEES under the last will of James D. Casey late of Brookline in the County of Norfolk and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on July 19, 1911, do by virtue and in execution of the power to us given in and by said will, and of every other power and authority us hereto enabling, and in consideration of the sum of one dollar and other valuable considerations dollars to us paid by William J. Spinney of Medford in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, and convey unto the said William J. Spinney all our right, title and interest in and to a strip of land comprising sixty-eight (68) square feet more or less in said Boston, and bounded:- Northwesterly by North Street, two and 9/100 (2.09) feet more or less; Northeasterly on land now or formerly of Pitts, fifty-one and 86/100 (51.86) feet more or less; Southerly on Faneuil Hall Square seventy-six one-hundredths (.76) feet more or less; and Southwesterly on said Square fifty-one 48/100 (51.48) feet more or less; being a

portion of the land described in a deed from John F. Tyler, Maurice P. Spillane and Lewis G. Farmer, Commissioners, to James D. Casey dated December 5, 1901, recorded with Suffolk Deeds Book 2794, page 264, the City of Boston having taken by eminent domain the remaining portion of the land described in said deed. Meaning and intending hereby to convey only that portion of the premises, described in said deed from Tyler et als, Commissioners, to James D. Casey, remaining after a taking by said City of Boston, through its Board of Street Commissioners, on or about December 22, 1925, for the purposes of a public street. Said premises are conveyed subject to easements and restrictions of record, if any, now in force and applicable, including party wall agreements. TO HAVE AND TO HOLD the above-granted premises, with all the privileges and appurtenances thereto belonging, to the said William J. Spinney and his heirs and assigns, to their own use and behoof forever. IN WITNESS WHEREOF we the said ABRAM C. RATSHESKY, ISAIAH R. CLARK and EDMUND J. CASEY hereunto set our hands and seals this first day of December in the year one thousand nine hundred and twenty-seven. Abram C. Ratshesky, Isaiah R. Clark, Edmund J. Casey, Trustees under the will of James D. Casey, and each a seal. Signed and sealed in presence of . COMMONWEALTH OF MASSACHUSETTS SUFFOLK ss. December 1, 1927. Then personally appeared the above-named Edmund J. Casey and acknowledged the foregoing instrument to be his free act and deed, before me James J. Brennan Justice of the Peace. My commission expires Oct. 19, 1930.----- February 9 1929. At eleven o'clock and fifty-one minutes A.M. Received, Entered and Examined.-----

SPINNEY

to

RATSHESKY
et al TRS.

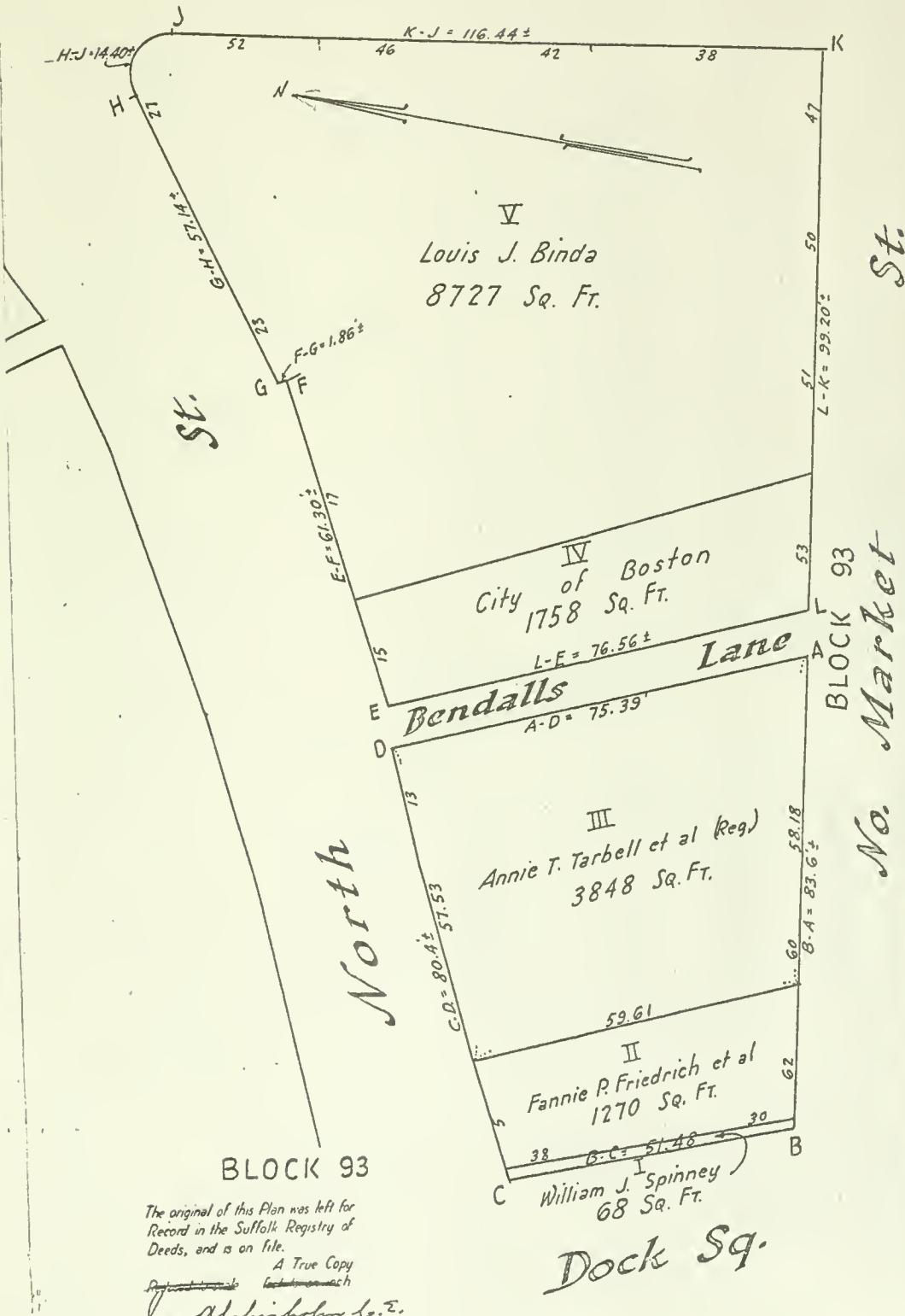
24

✓207-364

I, William J. Spinney, of Medford, Middlesex County, Massachusetts, for consideration paid, grant to Abram C. Ratshesky, Isaiah R. Clark and Edmund J. Casey, as they are trustees under the will of James D. Casey, late of Brookline in the County of Norfolk deceased, with MORTGAGE COVENANTS, to secure the payment of Fifty-five Hundred (5,500) Dollars in three (3) years with six (6) per centum interest per annum payable quarterly as provided in my note of even date, the land in Boston in the County of Suffolk and Commonwealth of Massachusetts, being a strip of land comprising sixty-eight (68) square feet more or less, and bounded as follows:- Northwesterly by North Street, two and 9/100 (2.09) feet more or less; Northeasterly on land now or formerly of Pitta, fifty-one and 86/100 (51.86) feet more or less; Southerly on Faneuil Hall Square seventy-six one-Hundredths (.76) feet more or less; and Southwesterly on said Square fifty-one 48/100 (51.48) feet more or

Clinton St.

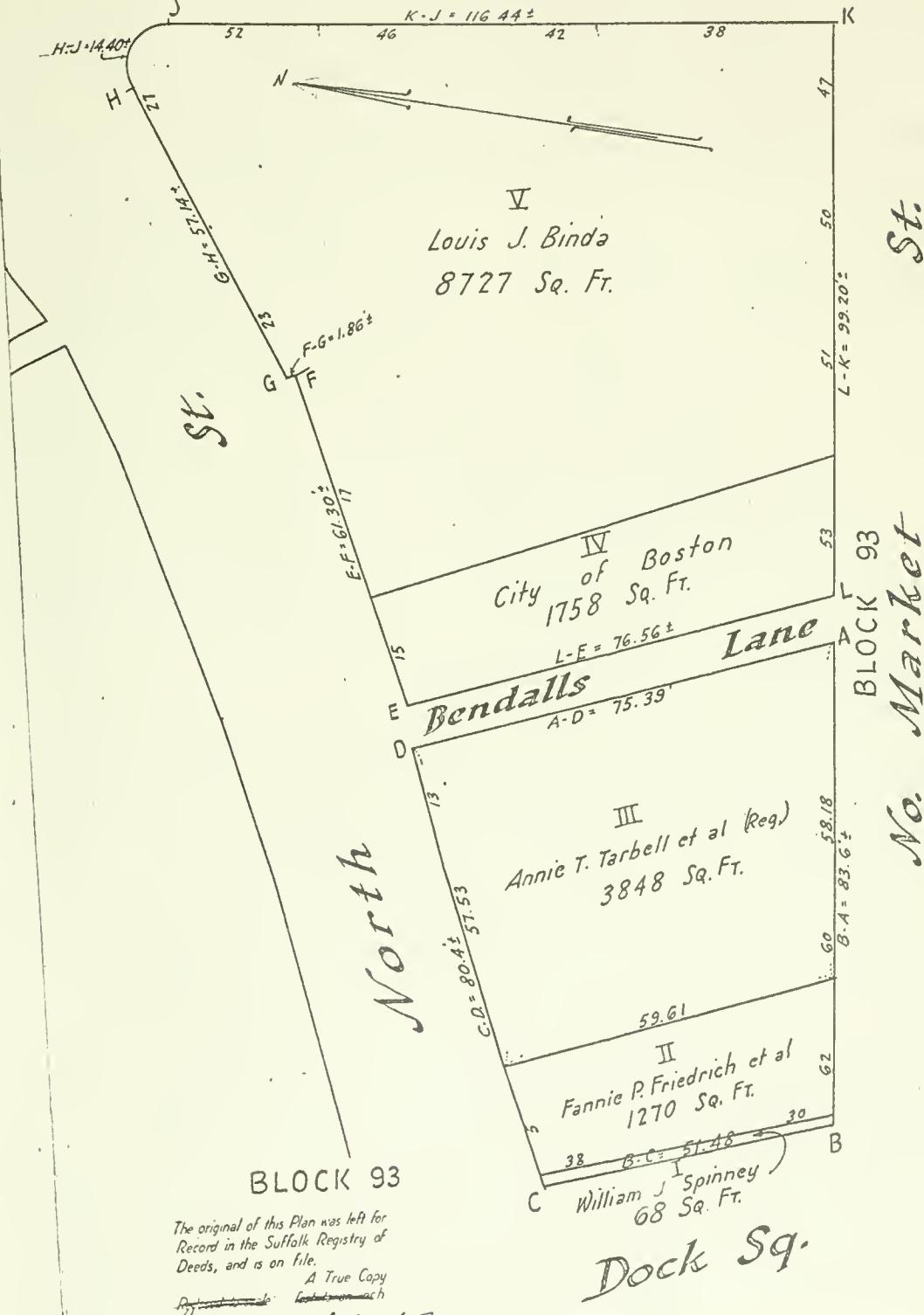
Merchants' Row



Clinton St.

Merchants

Row



The original of this Plan was left for Record in the Suffolk Registry of Deeds, and is on file.

A True Copy

~~September 6~~ 1900

Dock Sq.

New Bedford Institution for Savings, a corporation established by authority of the Commonwealth of Massachusetts and doing business at New Bedford, in the County of Bristol, said Commonwealth holder of a mortgage from M. & M. Construction Corp., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and located in Boston in said Commonwealth to the Conveyancers Title Insurance and Mortgage Company, a corporation duly established under the laws of said Commonwealth dated August 27, 1928 recorded with Suffolk Registry of Deeds Book 5032 Page 577 assigns said mortgage and the note and claim secured thereby to said Conveyancers Title Insurance and Mortgage Company. IN WITNESS WHEREOF the New Bedford Institution for Savings has caused its corporate name to be signed and its corporate seal to be hereto affixed by Elmer A. MacGowan, its Treasurer thereunto duly authorized this first day of August 1930. New Bedford Institution for Savings by Elmer A. MacGowan Treasurer and the Corporate Seal. THE COMMONWEALTH OF MASSACHUSETTS Bristol ss. New Bedford, August 1, 1930 Then personally appeared the above-named Elmer A. MacGowan, Treasurer and acknowledged the foregoing instrument to be the free act and deed, of the New Bedford Institution for Savings, before me before me Philip E. Macy Justice of the Peace My commission expires Jan. 30 1931 -----August 4, 1930 At three o'clock and twenty-two minutes P. M. Received, Entered, and Examined.---

VOTED, that the Transit Department of the City of Boston in the Commonwealth of Massachusetts, duly established under authority of chapter 185 of the special acts of the Legislature of said Commonwealth for the year nineteen hundred and eighteen, deems that it is necessary for the purposes set forth or referred to in chapter 297 of the acts of the Legislature of said Commonwealth for the year nineteen hundred and twenty-nine, being "An Act to provide for the construction of a vehicular tunnel between Boston Proper and East Boston" to take in fee for and on behalf of the City of Boston certain parcels of real estate together with all trees and structures affixed thereto located in Boston Proper, Blocks 93, 92, 78, 77, 76 and 75 (so designated by the assessors of the City of Boston) lying within areas as shown on plan numbered T. T. 31 and entitled "City of Boston-Transit Department Plan of Taking for a portion of Traffic Tunnel North Street between Dock Sq. and Fulton Ct. Under Chapter 297 of the Acts of the year 1929 dated August 4, 1930 signed by a majority of the Department and by Ernest R. Springer, Chief Engineer of the Department, and to be recorded

NEW BEDFORD
INSTITUTION
FOR SAVINGS

to

CONVEYANCERS
TITLE INSURANCE
AND MORTGAGE
COMPANYSPINNEY et al
Ests

to

CITY OF
BOSTON

in the Registry of Deeds for the County of Suffolk, bounded and described as follows:- Block 93 West Section. Beginning at point "A" on the northerly side line of North Market Street at the westerly side line of Bendall's Lane; thence running westerly on said line of North Market Street, eighty-three and six tenths (83.6) feet, more or less, to point "B"; thence running northerly along the easterly side line of Dock Square fifty-one and forty-eight hundredths (51.48) feet to point "C"; thence running northeasterly along the southeasterly side line of North Street eighty and four tenths (80.4) feet, more or less, to point "D"; thence running southerly along said line of Bendalls Lane seventy-five and thirty-nine hundredths (75.39) feet, to the point of beginning; containing five thousand one hundred eighty-six (5186) square feet. The parcels of real estate contained in the above described taking are supposed to be owned as follows, all areas being approximate.

Parcel Number.	Owners	Location	Area Sq. ft.
1	William J. Spinney	30-38 Dock Square	68
11	Fannie P. Friedrich et al	5 North Street 62 North Market Street	1270
111	Annie T. Tarbell et al	13 North Street 54-60 North Market Street	3848
			Total 5186

Block 93. East Section. Beginning at point "E" on the southeasterly side line of North Street at the easterly side line of Bendalls Lane; thence running northcasterly on said line of North Street, on an irregular line, sixty-one and thirty hundredths (61.30) feet, more or less, to point "F", thence northwesterly one and eighty-six hundredths (1.86) feet, more or less, to point "G", and thence northeasterly fifty-seven and fourteen hundredths (57.14) feet, more or less, to point "H"; thence running easterly and southeasterly on said line of North Street and the westerly side line of Merchants Row on a curved line fourteen and forty hundredths (14.40) feet, more or less, to point "J"; thence running southerly on said line of Merchants Row one hundred sixteen and forty-four hundredths (116.44) feet, more or less, to point "K"; thence running westerly on the northerly side line of North Market Street ninety-nine and twenty hundredths (99.20) feet, more or less, to point "L"; thence running northerly on said line of Bendalls Lane seventy-six and fifty-six hundredths (76.56) feet, more or less, to the point of beginning; containing ten thousand four hundred eighty-five (10,485) square feet, being all the premises included in the area bounded by North Street, Merchants Row, North Market Street and Bendalls

Lane. The parcels of real estate contained in the above described taking are supposed to be owned as follows, all areas being approximate.

Parcel Number	Owners	Location	Area Sq. ft.
IV	City of Boston, Tr.	15 North Street 53 North Market Street	1758
V	Louis J. Binda	17-27 North Street 47-51 North Market Street 38-52 Merchants Row	8727
			Total 10,485

Block 92. Beginning at point "M" on the easterly side line of Merchants Row at the northerly side line of Clinton Street; thence running north-easterly on said line of Merchants Row thirty-four and ninety-nine hundredths (34.99) feet to point "N"; thence running northeasterly on said line of Merchants Row and the southeasterly side line of North Street on a curved line, thirty-nine and ninety-four hundredths (39.94) feet to point "O"; thence continuing northeasterly on said line of North Street, ninety-four and forty-eight hundredths (94.48) feet to point "P"; thence running southeasterly along the southwesterly side line of Blackstone Street, fifty-five and eighty-three hundredths (55.83) feet to point "Q"; thence running southwesterly along land now or formerly of John D. Williams et al Trustees, formerly of City of Boston, forty-four and ninety-two hundredths (44.92) feet to point "R"; thence running northwesterly along the end of a passageway six and no hundredths (6.00) feet to point "S"; thence running southwesterly along the northwesterly side line of said passageway thirty-seven and eighty-three hundredths (37.83) feet, more or less, to point "T"; thence running southerly on the westerly side line of said passageway forty-two and seventy-five hundredths (42.75) feet to point "U"; thence running westerly on said line of Clinton Street sixty and no hundredths (60.00) feet to the point of beginning; containing eight thousand one hundred seventy-seven (8177) square feet. Together with all right, title and interest in and to the fee and soil and all rights heretofore possessed by the owners of the premises herewith taken in all passageways connecting therewith. The parcels of real estate contained in the above described taking are supposed to be owned as follows, all areas being approximate.

Parcel Number	Owners	Location	Area Sq. ft.
VI	Cudahy Packing Co.	2-8 Clinton Street 37 Merchants Row	1320
VII	Abraham Lurensky	41-45 Merchants Row	1247
VIII	William A. Muller et al Trs	31-33 North Street	990
IX	William J. Stober	35-49 North Street 34-40 Blackstone Street	4620
			Total 8177

they hereby are taken in fee for and on behalf of the City of Boston for the purposes set forth in said chapter 297 of the acts of the year 1929 and in part execution of the authority conferred by said chapter 297 and of every other power said Transit Department of the City of Boston hereto enabling. NOW, THEREFORE, the Transit Department of the City of Boston in accordance with the foregoing vote and pursuant to said chapter 297 herein referred to hereby certifies and states that under and by virtue of the authority conferred by said act, and in part execution thereof, and for the reasons and purposes therein set forth, and by virtue of every other power and authority it hereto enabling, the above described real estate is taken by it in fee for the City of Boston. IN WITNESS WHEREOF, WE, the undersigned Commissioners of the Transit Department of the City of Boston hereto set our hands this fourth day of August in the year nineteen hundred and thirty. CITY OF BOSTON by the TRANSIT DEPARTMENT of the CITY OF BOSTON Thomas F. Sullivan Nathan A. Heller Arthur B. Corbett. APPROVED: James M. Curley Mayor of Boston. REGISTERED PARCELS. Included in the above-described taking is the following registered parcel which is taken in fee and bounded and described as follows:- Owner: Annie T. Tarbell et al 13 North St. and 54-60 N. Market St. Certificates of Title No. 27217/8, Suffolk Registry District Registration Book 132, p. p. 17/18, dated Feb. 27, 1930. Plan No. 5647-A, dated Sept. 1, 1915. Lots A and B combined. Northerly by North Street fifty-seven and fifty-three hundredths (57.53) feet; easterly by Bendalls Lane seventy-five and thirty-nine hundredths (75.39) feet; southwesterly by the northeasterly line of North Market Street fifty-eight and eighteen hundredths (58.18) feet; and westerly by land now or formerly of Fannie P. Friedrich et al, the line running through the middle of a party wall, fifty-nine and sixty-one hundredths (59.61) feet; containing three thousand eight hundred forty-eight (3848) square feet.-----August 4, 1930 At three o'clock and fifty-five minutes P. M. Received, Entered, and Examined.-----

RATSHESKY
et al Ests.

to

CITY OF
BOSTON

VOTED, that the Transit Department of the City of Boston in the Commonwealth of Massachusetts, duly established under authority of chapter 184 of the special acts of the Legislature of said Commonwealth for the year nineteen hundred and eighteen, deems that it is necessary for the purposes set forth or referred to in chapter 297 of the acts of the Legislature of said Commonwealth for the year nineteen hundred and twenty-nine, being "An Act to provide

Transfer Certificate of Title.

No 27217

24

From Certificate No. 21753, Originally Registered April 8,
Registration Book 104, Page 153 for the Registry District of Suffolk County.

19 27, in

This is to Certify that ANNIE T. TARBELL, widow

Winfred S. BENNETT, married to Grace Emily Bennett,
ANNIE J. PECKER, not married,
MARGARET S. PECKER, widow, and
THOMAS C. SNOW, not married, all of Boston, in the County of Suffolk and
Commonwealth of Massachusetts,
FRED W. McCARTER, married to Flora A. McCarter,
FLORA A. McCARTER, married to Fred W. McCarter,
KENETH T. McCARTER, not married, and
ABEL E. THAYER, not married, of Brookline
LIZZIE ELLEN JENNINGS, married to George H. Jennings, and
MARIETTA H. LINCOLN, married to Charles W. Lincoln of Holbrook, in the
County of Norfolk and said Commonwealth,
FRANK S. PECKER, married to Mary Lena Pecker, of Winchester
MARY A. NEAL, married to Alvin B. Neal, of Wayland
GLADYS E. MARSTON, married to Warren Winfield Marston of Newton, and
MARY A. HALL, not married, of Medford, in the County of Middlesex
and said Commonwealth,
AMASA A. J. STETSON, not married, of Brockton, in the County of Plymouth
and said Commonwealth,
JESSIE WELLS BALDWIN, married to Seth W. Baldwin, of New Haven in the
State of Connecticut,
JENNIE M. MILLER, not married, of Jenkintown, in the State of
Pennsylvania,
EMMA F. CLARK, married to Emerson Clark, of Farmington, in the State
of Illinois, and
MARY A. NIEDECKEN, married to George N. Niedecken, of Milwaukee, in the
State of Wisconsin,

are the owners in fee simple of the following undivided parts, namely:-

caid Annie T. Tarbell	of 324,864 / 2,612,736
Winfred S. Bennett	of 59,220 / 2,612,736
Annies J. Pecker and Frank S. Pecker	each of 49,200 / 2,612,736
Margaret S. Pecker	of 22,400 / 2,612,736
Thomas C. Snow	of 60,400 / 2,612,736
Fred W. McCarter and Amasa A. J. Stetson	each of 1,692 / 2,612,736
Flora A. McCarter	of 1,620,487 / 5,225,472
Abel E. Thayer	of 1,611,855 / 5,225,472
Lizzie Ellen Jennings and Marietta H. Lincoln	each of 79,720 / 2,612,736
Mary A. Neal and Gladys E. Marston	each of 316 / 2,612,736
Mary A. Hall and Jennie M. Miller	each of 30,240 / 2,612,736
Kenneth T. McCarter	of 29,043 / 2,612,736
Jessie Wells Baldwin and Mary A. Niedecken	each of 6,615 / 2,612,736
Emma F. Clark	of 153,760 / 2,612,736

and the said Fred W. McCarter, as Trustee for Kenneth T. McCarter of said Brookline, under a Declaration of Trust dated April 14, 1921, duly recorded in Book 4236, Page 596, is the owner in fee simple of 1692/2,612,736, undivided parts, with power to sell and power to mortgage;

and Susan J. Wilde, of Braintree, in said County of Norfolk, has a life estate in one-half of each of the shares of said Lizzie Ellen Jennings and Marietta H. Lincoln, hereinbefore described;

of that certain parcel of land situate in Boston, in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

Northerly by North Street, thirty-five and 51/100 (35.61) feet;

Easterly by lot B on the plan hereinafter mentioned, sixty-nine and 53/100 (69.53) feet;

Southwesterly by the northeasterly line of North Market Street, thirty-four and 61/100 (34.61) feet; and

Westerly by land now or formerly of Annie F. Friedrich et al, the line running through the middle of a party wall, fifty-nine and 61/100 (59.61) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Ernest R. Kimball, C.I.S., dated September 1, 1915, as approved by the Court, filed in the Land Registration Office as plan No. 5647-1, a copy of a portion of which is filed with certificate of title No. 25677, and the above described land is shown thereon as lot 1.

The above described land is subject to, and has the benefit of, the provisions of a party wall agreement by and between Amasa Stetson et al and William Pitts et al, dated February 24, 1914, duly recorded in Book 465 Page 172, and as further stipulated in an agreement relative thereto between the petitioners and Ward D. Hunt et al, filed in the Land Court October 24, 1917, in case No. 5647.

And it is further certified that said land is under the operation and provisions of Chapter 125 of the General Laws, and that the title of the within named parties to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid;

And to the terms of a lease given by Rufus A. Thayer et al to Swift & Company, dated August 23, 1913, duly recorded in Book 3799 Page 531

And the interest of said Emma F. Clark in said land is subject to any lien of said Commonwealth for enforcing collection of any legacy and succession taxes due it from the estate of one Sarah M. Bristol, late of Farmington, Illinois, who died on or about December 9, 1914;

Part of the interests of Flora A. McCarter, of Mabel E. Thayer and of Kenneth T. McCarter are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of one Rufus A. Thayer, late of Randolph, in said County of Norfolk, who died on or about March 27, 1920, if claimed and enforced within the time allowed by law;

The interest of Susan J. Wilde, and so much of the interests of Lizzie Ellen Jennings and Marietta H. Lincoln as was acquired under the will of Amasa S. Thayer to wit, 39,690/2,612,736 to each, are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of said Amasa S. Thayer, late of Braintree, in said County of Norfolk, who died on or about December 18, 1920, if claimed and enforced within the time allowed by law;

And the interests of Jessie Wells Baldwin and Mary A. Niedecken, and part of the interests of Flora A. McCarter, of Mabel E. Thayer and of Kenneth T. McCarter are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of one Winslow W. Thayer, late of Milwaukee, Wisconsin, who died on or about October 17, 1919, if claimed and enforced within the time allowed by law.

And it is further certified that said land is under the operation and provisions of Chapter 125 of the General Laws, and that the title of the within named parties to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid;

of orncers:
onwealth Av., Boston
on St., Dorchester
ernon St., Boston
boro St., Boston
ity Club, Boston
cc
Paul St., Brookline
hman St., Brookline
Paul St., Brookline
Holbrook, Mass.
St., Winchester
ate

st St., Medford
o. Main St., Brookline
en, Conn.
ton, Pa.
ston, Ill.
ce, Wisc.
Braintree

Commonwealth of Massachusetts
Suffolk, no.

Land Court

I hereby certify that the foregoing is a true photostatic copy of

Certificate of Title No. 27217 Book 132 Page 17 in

Suffolk County Registry District.

Date April 8, 1963

in said County of

at 10 after noon.

Edward V. Gady
Acting Assistant Recorder.

2025
Assistant Recorder.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

DOCUMENT NUMBER.	KIND.	RUNNING IN FAVOR OF	TERMS.	DATE OF INSTRUMENT.	DATE OF REGISTRATION.	SIGNATURE OF ASSISTANT RECORDER.		DISCHARGE.			
						YEAR & D.	MONTH	H.	M.	A.M. or P.M.	
75416	Lease	Swift & Company	51-60 North Market St. 6 - 13 North St. 10 yrs. Mar. 15 1926 begin. March 18, 1926	1927	1930	1927	1930	1 10	07	P.M.	<i>John D. Smith Ass't Recorder.</i>
100,043	Taking	City of Boston (Transit Department)	Taking for East Boston Tunnel	1930	1930	1930	1930	4 4	-	PM	<i>John D. Smith Ass't Recorder.</i>

[SEE OVER.]

Transfer Certificate of Title.

No 27216

From Certificate No 2175⁴, Originally Registered April 8, 1927, in
Registration Book 104, Page 154 for the Registry District of Suffolk County.

This is to Certify that ANNIE T. TARRELL, widow, is the owner in fee simple of the following undivided parts, namely:

WIMFRED S. BENNETT, married to Grace Emily Bennett,
ANNIE J. PECKER, not married,
MARGARET S. PECKER, widow, and
THOMAS C. SNOW, not married, all of Boston, in the County of Suffolk and Commonwealth of Massachusetts,
FRED W. McCARTER, married to Flora A. McCarter,
FLORA A. McCARTER, married to Fred W. McCarter,
KENNETH T. McCARTER, not married, and
MABEL E. THAYER, not married, of Brookline
LIZZIE ELLEN JENNINGS, married to George W. Jennings, and
MARIETTA H. LINCOLN, married to Charles W. Lincoln, of Holbrook, in the County of Norfolk and said Commonwealth,
FRANK S. PECKER, married to Mary Lena Pecker, of Winchester,
MARY A. NEAL, married to Alvin D. Neal, of Wayland,
GLADYS E. MARSTON, married to Warren Winfield Marston, of Newton, and
MARY A. HALL, not married, of Medford, in the County of Middlesex and said Commonwealth
AMASA A. J. STETSON, not married, of Brockton, in the County of Plymouth and said Commonwealth,
JESSIE WELLS BALDWIN, married to Seth W. Baldwin, of New Haven, in the State of Connecticut,
JENNIE M. MILLER, not married, of Jenkintown, in the State of Pennsylvania,
EMMA F. CLARK, married to Emerson Clark, of Farmington, in the State of Illinois, and
MARY A. NIEDECKEN, married to George M. Niedecken, of Milwaukee, in the State of Wisconsin,

are the owners in fee simple of the following undivided parts, namely:

Winfred S. Bennett	of 649.728 / 2,612,736
Annies J. Pecker and Frank S. Pecker	of 118,440 / 2,612,736
Margaret S. Pecker	each of 88,560 / 2,612,736
Thomas C. Snow	of 44,560 / 2,612,736
Fred W. McCarter and Amasa A. J. Stetson	each of 120,960 / 2,612,736
Flora A. McCarter	3,334 / 2,612,736
Mabel E. Thayer	of 353,407 / 2,612,736
Lizzie Ellen Jennings and Marietta H. Lincoln,	of 311,555 / 2,612,736
Mary A. Neal and Gladys E. Marston	each of 150,760 / 2,612,736
Mary A. Hall and Jennie M. Miller	each of 1,692 / 2,612,736
Kenneth T. McCarter	each of 60,430 / 2,612,736
Jessie Wells Baldwin and Mary A. Niedecken	15,750 / 2,612,736
Emma F. Clark	each of 13,230 / 2,612,736
	of 317,520 / 2,612,736

and the said FRED W. McCARTER, as TRUSTEE for KENNETH T. McCARTER, of said Brookline, under a Declaration of Trust dated April 14, 1921, duly recorded in Book 4266 Page 396, is the owner in fee simple of 3534/2,612,736 undivided parts, with power to sell and power to mortgage; and SUSAN J. WILSON, of Braintree, in said County of Norfolk, has a life estate in one-half of each of the shares of said Lizzie Ellen Jennings and Marietta H. Lincoln, hereinbefore described; of that certain parcel of land situate in Boston, in the County of Suffolk and said Commonwealth of Massachusetts, bounded and described as follows:- Northerly by North Street twenty-one and 72/100 (21.72) feet; Easterly by Bendall's Lane, seventy-five and 39/100 (75.39) feet; Southwesterly by the northeasterly line of North Market Street, twenty-three and 57/100 (23.57) feet; and Westerly by lot A, on the plan hereinafter mentioned, sixty-nine and 53/100 (69.53) feet.

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Ernest R. Kimball, C.E., dated September 1, 1915, as approved by the Court, filed in the Land Registration Office as plan No. 5647-A, a copy of a portion of which is filed with certificate of title No. 13677, and the above described land is shown thereon as lot B.

And it is further certified that said land is under the operation and provisions of Chapter 189 of the General Laws, and that the title of the within named parties to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid;

And to the terms of a lease given by Rufus A. Thayer et al to Swift & Company, dated August 23, 1913, duly recorded in Book 5799, Page 581;

And the interest of said Emma F. Clark in said land is subject to any lien of said Commonwealth for enforcing collection of any legacy and succession taxes due it from the estate of one Sarah M. Bristol, late of Farmington, Illinois, who died on or about December 9, 1914;

Part of the interests of Flora A. McCarter, of Mabel E. Thayer and of Kenneth T. McCarter are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of one Rufus A. Thayer, late of Randolph, in said County of Norfolk, who died on or about March 27, 1920, if claimed and enforced within the time allowed by law;

The interest of Susan J. Wilde, and so much of the interests of Lizzie Ellen Jennings and Marietta H. Lincoln as was acquired under the will of Amasa S. Thayer to wit: 79,500 / 2,612,736 to each, are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of said Amasa S. Thayer, late of Braintree, in said County of Norfolk, who died on or about December 18, 1920, if claimed and enforced within the time allowed by law;

And the interests of Jessie Wells Baldwin, and Mary A. Niedecken, and part of the interests of Flora A. McCarter, of Mabel E. Thayer and of Kenneth T. McCarter are subject to any possible statutory rights therein growing out of the debts or settlement of the estate of one Winslow W. Thayer, late of Milwaukee, Wisconsin, who died on or about October 17, 1919, if claimed and enforced within the time allowed by law.

I hereby certify that said land is under the operation and provisions of Chapter 189 of the General Laws, and that the title of the within named parties to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid;

I hereby certify that the foregoing copy of the instrument of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also as aforesaid;

For me:—
Commonwealth Ave., Boston
Fenton St., Dorchester
Fernon St., Boston
Iboro St., Boston
Jury Club, Boston
McC. St., Brookline
Main St., Brookline
Paul St., Brookline
Holbrook, Mass.
St., Winchester
Trustee
In
Arcet St., W. Brookline
Main St., Brookline
Lafon, Conn.
Utown, Pa.
ington, Ill.
Mass.
Braintree

Commonwealth of Massachusetts
Suffolk, Pa.

Land Court

I hereby certify that the foregoing is a true photostatic copy of

Certificate of Title No. 27218 Book 132 Page 18 in

Suffolk County Registry District.

Date April 3, 1963

in said County of

the after noon.

Edward V. Gaudy
Acting Assistant Recorder.

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE.

DOCUMENT NUMBER.	KIND.	RUNNING IN FAVOR OF	TERMS.	DATE OF INSTRUMENT.	DATE OF REGISTRATION.	SIGNATURE OF ASSISTANT RECORDER	DISCHARGE.
				YEAR & MONTH.	YEAR & MONTH.	YEAR & MONTH.	
				D.	D.	D.	AM. or P.M.
73416	Lease	Swift & Company	54-60 North Market St. 6-13 North St.-10 yrs. begins March 18, 1926	Mar. 18 1926	Apr. 1 1930	10 07 A.M.	<i>John J. Murphy Ass't Recorder</i>
100,043	Taking	City of Boston (Transit Department)	Taking for East Boston (<i>transit department</i>) Tunnel	Aug. 4 1930	Aug. 4 1930	4 P.M.	<i>John J. Murphy Ass't Recorder</i>

7/11/41
Now all members these Presidents, that

Bigelow, Jr.
do
City of Boston.

I, A. O. Bigelow, of Boston, in the County of Suffolk and
Commonwealth of Massachusetts, as I am trustee of the estate
of S. P. Tickerman, in consideration of sixty eight hundred
dollars to me paid by the City of Boston, the receipt whereof
is hereby acknowledged, do hereby give, grant, bargain, sell and
convey to the said City of Boston, and its assigns forever, the
following parcels of real estate lying in Boston aforesaid and
bounded as follows, to wit: northwardly by the proposed
line of widening of Washington Street there measuring thirty four feet
and eighty two one hundredths of a foot; eastwardly by land taken
from Edward Tickerman by the said City of Boston, eight feet and
thirty six one hundredths of a foot and southwardly by the present
line of Washington Street thirty three feet and eight tenths of a foot;
containing one hundred and forty one square feet and twenty
eight one hundredths of a foot, more or less. The above granted
premises were taken to widen Washington Street by a resolve
of the Board of Aldermen, of the said City of Boston, passed
the twenty sixth day of April A.D. 1856, reference to which is
hereby had, and are to be used for the purposes of a public
Street of said City of Boston; and the above consideration has
been received in full satisfaction and discharge of all claims
and demands for damages, costs, expenses and compensation
by reason of said taking: And I do, for myself and my successors
in said trust, covenant and agree to and with the said City
of Boston, and its assigns, to indemnify and forever save
harmless the said City of Boston, and its assigns, against any
and all claims and demands of any person or persons whatso-
ever, for damages, costs, expenses or compensation, for or on account
of the granted premises, or the taking thereof. The said premises
are delineated upon a plan made by James Blase, City Surveyor,
and deposited in the office of the said Aldermen, and dated Feb-
ruary 25th A.D. 1856: To Have and To Hold the aforesaid
premises to the said City of Boston, its successors and assigns, in
fee simple forever. And I, the said A. O. Bigelow, as trustee, for
myself and my successors in the said trust, do covenant with
the said City of Boston, and its assigns that I am lawfully
seized in fee of the aforesigned premises; that they are free from all
incumbrances; that I have good right to sell and convey the same
to the said City of Boston, and its assigns forever, as aforesaid; and
that I will and my successors in the said trust shall warrant
and defend the same to the said City of Boston, and its assigns
forever

soever, against the lawful claims and demands of all persons:
I, witness whereof, I, the said A. O. Bigelow, trustee aforesaid,
have hereunto set my hands and seal this eighteenth day of Jan-
uary in the year of our Lord one thousand eight hundred
and fifty seven. A. O. Bigelow, trustee of P. L. Stickman
and a seal. Signed, sealed and delivered in presence of - fourteen
witnesses being first stricken out of fourteen words underlined
before signing - Approved J. L. Peale of C. S. Commonwealth of
Massachusetts, Suffolk pt: January 10th 1857. Then personally ap-
peared the above named A. O. Bigelow, trustee and acknowledged
the foregoing instruments to be his free acts and deeds, before me, Samu-
el C. Burry, Justice of the Peace, January 13, 1857, at 30 minutes past
12 P. M. Received, entered and registered ✓

J. D.

J. L. Peale, Clerk Reg

I, now all men by these Presents, that I,
Charles Cartridge, the mortgagor named in a certain mortgage
dated the third day of November 1835, and recorded with Suffolk
Recorder, Lib. 398 fol. 97, acknowledge that the sum of money secured
by said mortgage and the interest thereon, have been paid to
me by the said Joseph W. Taylor, the mortgagor, named in said
mortgage, and in consideration thereof I do hereby fully dis-
charged said mortgage, and releases and quitclaims unto the
said Joseph W. Taylor, and his heirs and assigns forever, the
promises therein described. Said mortgage was dated November
third A. D. eighteen hundred and thirty five and is recorded
Book 300, page 97, in the office of the Clerk of the County of Suffolk
and seal this twenty fifth day of November A. D. 1856. Witness
my hand and seal this twenty fifth day of November A. D. 1856.
Charles Cartridge, and a seal. Executed and delivered in presence
of John R. Parker, Esq. M. A. Consulat of U. S. A. London
Consulat of the United States of America, London, J. Robert
B. Campbell, Consul of the United States of America for
London and the dependencies thereof, do hereby certify
that on this twenty fifth day of November A. D. 1856, before
me personally appeared and came Charles Cartridge to me
known to be the person described in and who has executed
the within instruments and then and there acknowledged
the same to be his free acts and deeds: I, witness whereof
I have hereunto set my hands and affixed my seal of office
in London the day and year above mentioned and in the
eighty first year of the Independence of the
United States, Robert B. Campbell, and

Discharge.

Cartridge
- to
Taylor.

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ing to the heirs of Tucker man, containing approximately five hundred 77.
and ten square feet of land. The line of widening will make Wash- Feb. 25. 1856.
ington Street fifty feet wide at this place. And Whereas, due notice has
been given of the intention of this Board to take the said parcel of land for
the purpose aforesaid, as appears by the return hereunto annexed, It is
therefore Ordered, That the parcel of land before described be, and the
same hereby is, taken and laid out as a public street or way of the said
city according to a plan of the said widening made by James Stodd, City
Engineer, dated February 25th 1856 and deposited in the office of the
said Board of Aldermen. And this Board doth adjudge that the ex-
pense of widening the said Washington street, as aforesaid, will amount
to twenty thousand dollars: which sum together with the amount of
estimates of previous alterations or discontinuances in said street, during
the present municipal year, does exceed the sum of five thousand dol-
lars the fees and costs having been demanded on the passage of
the above resolve they were taken as follows, Yeas. Alderman Ben-
ney- 1. Say, Alderman Brewster, Catron, Cheever, Colman, Dingley,
Jackson, Kendall, Merrim, Plummer, Rich, Torrey- 11. So said resolve
was rejected.

The said Committee then sub- Washington
mitted the following resolve viz: Resolved, That the safety and con- Street
venience of the inhabitants of the city require that Washington Street
should be widened and for that purpose it is necessary to take, and
lay out as a public street or way of the said city, a parcel of land be- Tucker man
coming to Edward Tucker man, bounded as follows, viz: Northwardly by
the proposed line of widening of Washington Street there measuring
thirty four feet and $\frac{3}{4}$ in. Eastwardly by land hereinafter described as taken
from Edward Tucker man eight feet and $\frac{3}{4}$ in. and Southwardly by the
present line of Washington Street thirty three feet and $\frac{3}{4}$ in; containing one

Feb. 25. 1856.

hundred and forty one square feet and $\frac{9}{10}$, more or less. From a parcel of land belonging to Edmund Tuckerman bounded as follows, viz: North-westwardly by the proposed line of widening of Washington Street there measuring thirty nine feet and $\frac{1}{2}$; Eastwardly by Leek Square, sixteen feet $\frac{25}{30}$. Southwardly by the present line of Washington Street thirty eight feet and $\frac{9}{10}$ and Westwardly by land above described as taken from S.P. Tuckerman eight feet and $\frac{9}{10}$ containing four hundred and seventy one square feet and $\frac{9}{10}$, more or less. This line of widening will make Washington Street forty six feet wide at this place. And Whereas, due notice has been given of the intention of this Board to take the said parcels of land for the purpose aforesaid, as appears by the return hereunto annexed, It is therefore Ordered, That the parcels of land before described be and the same hereby are, taken and laid out as a public street or way of the said City according to a plan of the said widening made by James Slade, City Engineer, dated February 25. 1856. and deposited in the office of the said Board of Aldermen. And this Board doth adjudge that the expens^e of widening the said Washington Street, as aforesaid, will amount to Twelve thousand dollars: which sum together with the amount of estimates of previous alterations or discontinuances in said street, during the present municipal year, does exceed the sum of five thousand dollars. Read and the resolve and order passed - Yea,
 Aldermen Bonney, Brewster, Callicow, Coddman, Dingley, Jackson, Kendall, Plummer - S. Kays - Aldermen Cheever, Merriam, Tick, Torrey. 4. Sent down for concurrence April 24. Came up concurred. Approved by the Mayor, April 26. 1856.

Morgan.

The Committee on paving to whom was referred the petition of the heirs of Sarah Morgan, for abatement of an assessment for a sidewalk in Second Street reported, that said assessment of thirteen dollars and fifty cents has been abated on account of the inability of the parties to pay the same. Read and accepted.

14
City Document. — No. 87.

CITY OF BOSTON.



EXTENSION
OF
WASHINGTON STREET,
TO
HAYMARKET SQUARE.

1872.

CITY OF BOSTON.

IN BOARD OF STREET COMMISSIONERS,

Sept. 9th, 1872.

RESOLVED, That the safety and convenience of the inhabitants of the city require that WASHINGTON STREET shculd be extended to Haymarket square; and for that purpose it is necessary to take and lay out as a public street or way of the said city, a parcel of land belonging to EDWARD S. MASON, bounded as follows, viz.: westwardly by the westerly line of the proposed extension of Washington street, there measuring forty-eight and $\frac{9}{100}$ feet; northwardly by Brattle street, seventeen and $\frac{2}{100}$ feet; eastwardly by land herein-after described as taken from F. G. Tuckerman, forty-nine and $\frac{42}{100}$ feet; and southwardly by Cornhill, fourteen and $\frac{26}{100}$ feet; containing seven hundred and sixty-six square feet, more or less.

A parcel of land belonging to F. G. TUCKERMAN, bounded as follows, viz.: westwardly by land before described as taken from Edward S. Mason, there measnring forty-nine and $\frac{42}{100}$ feet; northwardly by Brattle street, thirty and $\frac{35}{100}$ feet; eastwardly by land hereinafter described as taken from S. P. Tuckerman, forty-three and $\frac{62}{100}$ feet; and southwardly by the present northerly line of Washington street, on three lines, seventeen and $\frac{20}{100}$, seventeen and $\frac{47}{100}$, and five and $\frac{24}{100}$ feet, respectively; containing sixteen hundred and seventy-four square feet, more or less.

A parcel of land belonging to S. P. TUCKERMAN, *A. O. Bigelow, trustee*, bounded as follows, viz.: westwardly by land before described as taken from F. G. Tuckerman, there measuring forty-three and $\frac{62}{100}$ feet; northwardly by Brattle street, thirty-one feet; eastwardly by land hereinafter

described as taken from Edward Tuckerman, twenty-nine and $\frac{31}{100}$ feet; and southwardly by the present northerly line of Washington street, thirty-six and $\frac{80}{100}$ feet; containing twelve hundred and three square feet, more or less.

A parcel of land belonging to EDWARD TUCKERMAN, bounded as follows, viz.: westwardly by land before described as taken from S. P. Tuckerman, there measuring twenty-nine and $\frac{31}{100}$ feet; northwardly by Brattle street, nine and $\frac{7}{100}$ feet; eastwardly by Dock square, on five lines, four and $\frac{59}{100}$ feet, one foot, five and $\frac{97}{100}$ feet, one foot, and four and $\frac{77}{100}$ feet, respectively; and southwardly by the present northerly line of Washington street, forty and $\frac{7}{100}$ feet; containing nine hundred and thirty-five square feet, more or less.

A parcel of land belonging to the FIFTY ASSOCIATES, bounded as follows, viz.: westwardly by the westerly line of the proposed extension of Washington street, there measuring two hundred forty and $\frac{7}{100}$ feet; northeastwardly by Elm street, twenty-two and $\frac{54}{100}$, and twelve and $\frac{57}{100}$ feet; southeastwardly by land hereinafter described as taken from the Fifty Associates, trustees, twenty and $\frac{5}{100}$ feet; eastwardly by the same, two hundred twenty-two and $\frac{20}{100}$ feet; and southwardly and southwestwardly by Brattle street, on three lines, thirteen and $\frac{26}{100}$ feet, eleven and $\frac{27}{100}$ feet, and forty and $\frac{7}{100}$ feet, respectively; containing nine thousand four hundred and fifty-seven square feet, more or less.

A parcel of land belonging to the FIFTY ASSOCIATES, TRUSTEES, bounded as follows, viz.: westwardly by land before described as taken from the Fifty Associates, two hundred twenty-two and $\frac{20}{100}$ feet; northwestwardly by the same, twenty and $\frac{5}{100}$ feet; northeastwardly by Elm street, sixty-six and $\frac{15}{100}$ feet; eastwardly by the easterly line of the proposed extension of Washington street, one hundred thirteen and $\frac{29}{100}$ feet; southwardly by land hereinafter described as taken from the heirs of David Sears, three feet; again east-

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EXTENSION OF WASHINGTON STREET

wardly by the same, ninety-seven and $\frac{8}{100}$ feet; and again southwardly by Brattle street, on three lines, fifteen and $\frac{18}{100}$, twenty-nine and $\frac{7}{100}$, and fourteen and $\frac{7}{100}$ feet, respectively; containing thirteen thousand seven hundred and seventy-seven square feet, more or less.

A parcel of land belonging to the HEIRS OF DAVID SEARS, bounded as follows, viz.: westwardly by land before described as taken from the Fifty Associates, trustees, there measuring ninety-seven and $\frac{8}{100}$ feet; northwardly by the same, three feet; eastwardly by the easterly line of the proposed extension of Washington street, ninety-six and $\frac{43}{100}$ feet; and southwardly by Brattle street, three and $\frac{8}{100}$ feet; containing two hundred and ninety square feet, more or less.

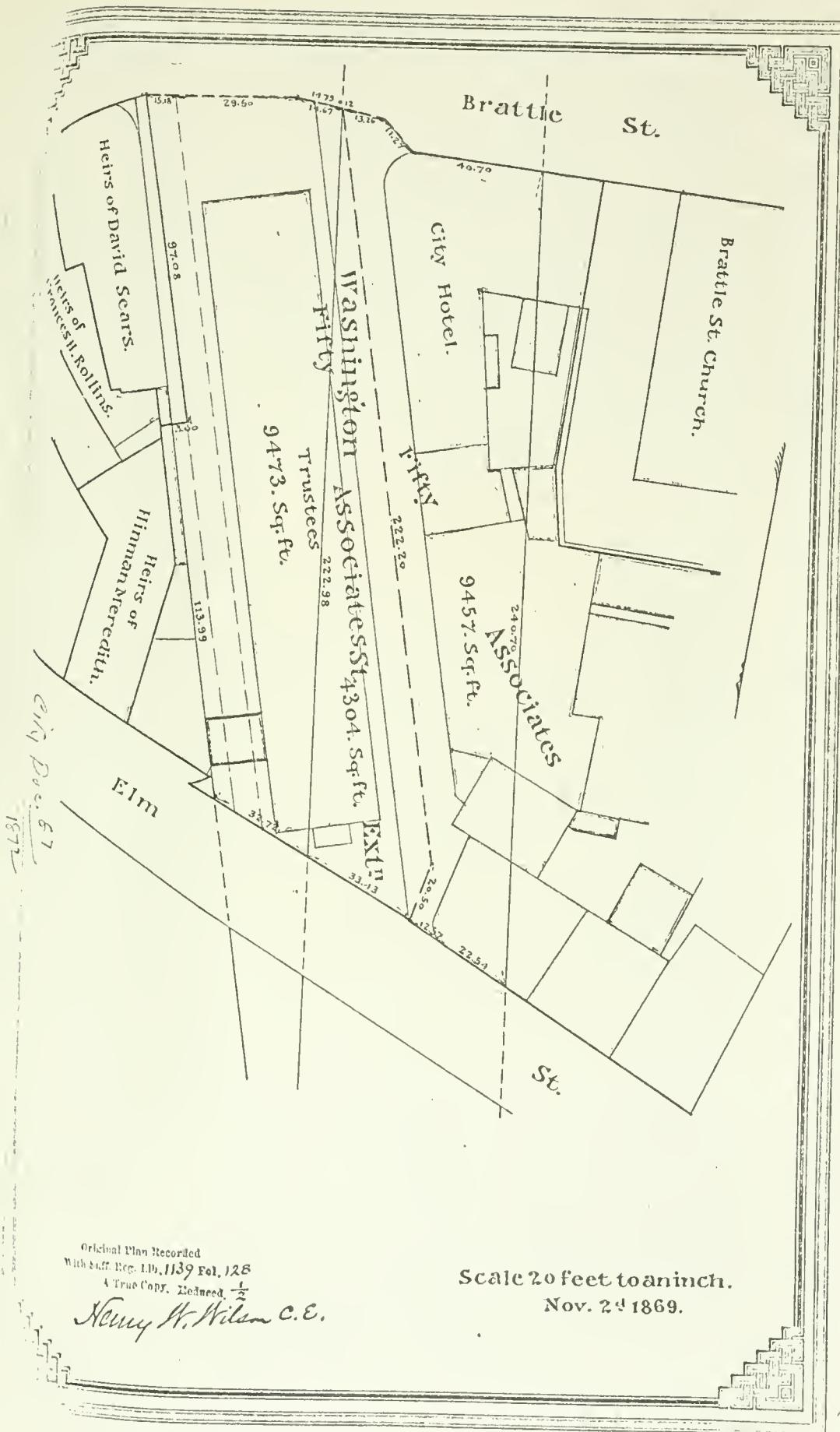
A parcel of land belonging to SAMUEL STILLMAN AND WIFE, TRUSTEES, and THE HEIRS OF SARAH HUGHES, bounded as follows, viz.: eastwardly by other land hereinafter described as taken from Samuel Stillman and wife and others, there measuring sixteen and $\frac{63}{100}$ feet; southeastwardly by land hereinafter described as taken from the heirs of Solomon Wildes, on two lines, two and $\frac{50}{100}$ feet, and twenty-two feet; southwestwardly by Elm street, fifty-nine and $\frac{30}{100}$ feet; westwardly by the proposed westerly line of Washington street, two and $\frac{40}{100}$ feet; northwestwardly by land hereinafter described as taken from the heirs of Samuel Whitwell, forty-one and $\frac{72}{100}$ feet; southwestwardly by the same, $\frac{33}{100}$ of a foot; again northwestwardly by the same, $\frac{96}{100}$ of a foot; and northeastwardly by land hereinafter described as taken from the heirs of Solomon Wildes, on two lines, eighteen and $\frac{63}{100}$ feet, and twenty-four and $\frac{65}{100}$ feet; containing two thousand two-hundred and seven square feet, more or less.

A parcel of land belonging to the HEIRS OF SOLOMON WILDES, bounded as follows, viz.: eastwardly by other land hereinafter described as taken from the said heirs, there measuring twenty-seven and $\frac{63}{100}$ feet; southwestwardly by Elm street, ten and $\frac{28}{100}$ feet; and northwestwardly by land

thirty five feet Southwesterly by lot number sixteen, eight
five and $\frac{1}{2}$ feet. Northwesterly by land of the New
England Hospital for Women and Children, thirty five
feet. Northeasterly by lot number fourteen, eighty five and
 $\frac{1}{2}$ feet to said Notre Dame Street, the point of commone-
ment containing twenty nine hundred and eighty four
square feet, being Lot No 15, according to said plan.
By order of Stephen M. Allen, Mortgagor. Nov 27. 1871
And I further depose and say, that pursuant to said
notice, and at the time and place therein appointed,
the said default still continuing, I sold the premises
conveyed by said mortgagor, at public auction, by
Patrick Kilroy, a duly licensed auctioneer, to John
H. Nickerson above named, for the sum of twenty
five hundred dollars, which amount was bid by
the said John H. Nickerson, and was the highest
bid made therefor at said auction, and I have
this day, in pursuance of said power contained
in said mortgage, delivered to said John H. Nick-
erson, the foregoing deed of said mortgaged premises.
Witness my hand this thirteenth day of December
A. D. 1872 Stephen M. Allen. Commonwealth of Mass-
achusetts. Suffolk ss. December 24th 1872. Then person-
ally appeared the above named Stephen M. Allen,
and made oath that the foregoing affidavit by
him subscribed is true, before me, A. R. Holden, Jr.
justice of the Peace. December 26. 1872. at one o'clock
and eighteen minutes P. M. Received, Entered and
Examined, and reference made as by law required.
John M. Allen, Esq.

Fifty Associates
to
the
City of Boston

Know all Men by these Present
That The Fifty Associates, a corporation duly estab-
lished by law, in consideration of one hundred and
seventy six thousand eight hundred and fifty five dol-
ars, to it paid by the City of Boston, the receipt
whereof is hereby acknowledged, do hereby give, grant,
bargain sell, and convey to the said City of Bos-
ton and its assigns forever, a parcel of land, situat-
ed in said Boston, bounded as follows, viz. Westward
by the westerly line of the extension of Washington
Street as extended by the Resolve hereinafter



and to, there measuring two hundred and forty and $\frac{1}{2}$ feet. Northeastwardly by Elm Street, twenty two and $\frac{3}{4}$ feet, and twelve and $\frac{5}{8}$ feet. Southeastwardly by land described in said Resolve as taken in the Fifty Associates, Trustees, twenty $\frac{5}{8}$ feet. Eastwardly by the same, two hundred and twenty six and $\frac{2}{3}$ feet, and southwardly and south-westwardly by Brattle Street in three lines, thirteen and $\frac{2}{3}$ feet, eleven and $\frac{27}{8}$ feet, and forty and $\frac{7}{8}$ feet respectively, containing nine thousand four hundred and fifty seven square feet, more or less. Being drawn on a plan made by Thomas W. Davis, City Surveyor, dated November 2. A.D. 1869, and deposited in the office of the said City Surveyor. The above mentioned premises were taken by a Resolve of the Board of Street Commissioners of the said City of Boston, to bind Washington Street, passed September 9th. A.D.

1372, reference to which is hereby had, and are to be used for the purposes of a public street of said City of Boston, and the above consideration has been received in satisfaction and discharge of all claims and demands for damages, costs, expenses, and compensation, by reason of the taking. And it doth for itself and its successors, covenant and agree, to and with the said City of Boston, to indemnify and forever save harmless the said City of Boston, against any and all claims and demands by any person or persons whatsoever, for damages, costs, expenses or compensation, for or on account of the granted premises, or the taking thereof. To have and to hold the granted premises, to the said City of Boston, its successors in fee simple forever. And it, the said Fifty Associates in itself and its successors, do covenant with the said City of Boston, that it is lawfully seized in fee of the aforesaid premises, that they are free from all incumbrances, that has good right to sell and convey the same to the said City of Boston forever, as aforesaid, and that it will, and its successors in warrant and defend the same to the said City of Boston, or against the lawful claims and demands of all persons. In witness whereof, the said Corporation has hereto affixed its corporate seal, and caused these presents to be signed by its President F. B. Browninsfield, countersigned by its Treasurer, W. U. Loring and attested by its Clerk, Charles W. Cutting.

this twenty third day of December, in the year of our
 our thousand eight hundred and seventy two. —
 Signed, sealed & delivered) F. G. Crowninshield, President,
 in presence of {Fifty Associates, & the corporate
 countersigned, Chas. W. Cotting, Treas. Fifty Associates,
 Attest & has. W. Cotting, Clerk. Fifty Associates,
 Commonwealth of Massachusetts. Suffolk ss. Decem.
 23rd 1872. Then personally appeared the above named
 Crowninshield, President of the Fifty Associates, who
 knowlege the foregoing instrument to be the just
 and deed of the said Fifty Associates, before me,
 Sam W. Sweet, Justice of the Peace. Approved & F:
 Dredge, Asst. City Solicitor.

At a meeting of the Directors of the Fifty Asso-
 ciates held Dec 19. 1872. it was voted,
 That whereas certain real estate on Brattis-
 land Elm Street in the City of Boston, be-
 longing to the Fifty Associates, part of which
 held by them as Trustees of the Donor
 Fund, so called, has been taken by the proper
 authorities for the purpose of extending T.
 ington Street, and 398.510 dollars have been
 taken as damages therefor. the present
 and Clerk of this Corporation are
 authorized to receive and receipt for such
 damages, and to sign in the name
 and affix the corporate seal
 to such instruments, releasing
 and conveying said land for the
 purposes of a Street, and containing
 such covenants as shall be satisfactory
 to the City Solicitor.

Attest

Chas. W. Cotting.

December twenty sixth. A. D. 1872.
 oclock and forty minutes P. M.
 Received, Entered and Examined.

Wm. W. Connelly, P. G.

Report and status of
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